

dep 352
4 TRO & NOI
4 cit
atty

38

CAUSE NO. 12-00484

FILED
2012 JAN 17 AM 10:19
CLERK OF DISTRICT COURT
DALLAS COUNTY TEXAS
BANDRA LANTZ

CMGRP, INC., d/b/a WEBER
SHANDWICK

Plaintiff

vs.

JODY VENTURONI, KENNETH LUCE,
MAXIMAGROUP, LLC, and HILL AND
KNOWLTON, INC., d/b/a HILL &
KNOWLTON STRATEGIES

Defendants

IN THE DISTRICT COURT OF 19

DALLAS COUNTY, TEXAS

298th-M
JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL VERIFIED PETITION AND APPLICATION FOR
TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION,
AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff CMGRP, Inc., d/b/a Weber Shandwick (hereinafter "Weber Shandwick") submits this Original Verified Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction against defendants Jody Venturoni ("Venturoni"), Kenneth Luce ("Luce"), MaximaGroup, LLC ("MaximaGroup"), and Hill and Knowlton, Inc., d/b/a Hill & Knowlton Strategies ("H&K") (collectively "Defendants"), and in support thereof, states as follows:

**I.
DISCOVERY LEVEL**

1. Discovery should be governed by a Level 3 Discovery Control Plan pursuant to Texas Rule of Civil Procedure 190.4.

II. NATURE OF THE CASE

A. Defendants' Theft of Confidential Information and Trade Secrets

2. This action arises out of Defendants' unlawful and deceitful misappropriation of Plaintiff Weber Shandwick's confidential information and trade secrets as part of a predatory assault against Plaintiff Weber Shandwick intended to damage Weber Shandwick's operations in the Southwest United States and beyond by, among other things, stealing confidential information, clients and employees. Plaintiff Weber Shandwick is a global public relations firm, consistently ranked as one of top firms in its field, with an office in Dallas, Texas. Defendant H&K is a global public relations firm that competes with Weber Shandwick and is the direct beneficiary of the actions of Defendants Venturoni and Luce, former senior employees of Weber Shandwick.

3. Venturoni, while employed as the President of Weber Shandwick's Southwest Region, abused her position by working against Weber Shandwick's best interests and improperly copying and transferring to her personal possession Weber Shandwick's confidential information and trade secrets. The non-public and highly confidential information wrongly taken by Venturoni includes, among other documents:

- Detailed client programs and marketing plans for 2012;
- Analysis of client programs for 2011;
- Client financial arrangements and performance for 2011;
- Client financial negotiations and projections for 2012;
- Southwest market financial business review as of November 2011 and projections for 2012;

- Employee compensation, utilization and performance; and
- Worldwide new business and new client documents, including status of relationships and financial projections for client opportunities.

These are among the most confidential documents belonging to Weber Shandwick and its clients and possession by H&K and its employees would enable H&K to unfairly compete with Weber Shandwick for clients and employees.

4. Upon information and belief, Venturoni knew well before her resignation that she intended to leave Weber Shandwick and join H&K, where she is now employed as the Executive Vice President of H&K's U.S. region. In order to benefit H&K and to harm Weber Shandwick, Venturoni concealed her intentions and waited until December 9, 2011 to announce her resignation. This delay allowed Venturoni to fully exploit her position as President of Weber Shandwick Southwest for Defendants' benefit. Venturoni occupied a position of trust and authority at Weber Shandwick giving her special access to Weber Shandwick's highly confidential information and trade secrets, access that is reserved for Weber Shandwick's most senior executives. Venturoni violated the trust placed in her by misappropriating Weber Shandwick's highly confidential information and trade secrets for the benefit of Defendants' competing enterprise. On December 8 and 9, 2011, immediately before announcing her resignation from Weber Shandwick, Venturoni absconded with Weber Shandwick's confidential information and trade secrets by downloading and/or emailing that material to her personal email account. On the day she resigned, but before publicly announcing her resignation, Venturoni received a highly confidential client document from a colleague at an affiliated company she would not have otherwise been able to access. She forwarded this document to her home account prior to announcing her resignation. As soon as Venturoni secreted the information she

needed on December 9, she notified Weber Shandwick that same day that she was resigning from Weber Shandwick effective December 22, 2011.

5. Even after Venturoni tendered her resignation on December 9, 2011, she continued to improperly and surreptitiously download and/or email more Weber Shandwick confidential and proprietary documents to her personal email account during her final week with Weber Shandwick. Although Venturoni attempted to delete the evidence of her sent email, it remained on Weber Shandwick's system. The confidential and proprietary information misappropriated by Venturoni included, among other things, the most sensitive information concerning Weber Shandwick's regional financial results, employee and client information, as well as global business pipeline information. Upon information and belief, Venturoni has disseminated the misappropriated Weber Shandwick confidential and proprietary information among other H&K employees in violation of her legal duties and obligations to Weber Shandwick.

6. Luce is the former President of Weber Shandwick's Southwest Region and California market and is the current Global COO of H&K. Luce and H&K benefited directly from Venturoni's deceptive and improper activities, and Luce further breached his contractual obligations to Weber Shandwick by improperly soliciting Weber Shandwick employees and clients.

7. The unlawful conduct of H&K, Venturoni and Luce has threatened the business of Weber Shandwick and of its clients. As a result of such conduct, H&K has confidential information about the financial performance and future business plans of Weber Shandwick and its clients and with that information can unfairly compete with Weber Shandwick and its clients.

B. Necessity for Injunctive Relief

8. Since Venturoni began working for H&K, on or about January 3, 2012, she has used and disseminated Weber Shandwick's confidential and proprietary information to further her interests and the interests of H&K. Further, upon information and belief, H&K and Luce continue to aid and abet Venturoni in her efforts to directly solicit Weber Shandwick employees and/or clients in violation of her non-solicitation agreements. As a result, Weber Shandwick requests a temporary restraining order, temporary injunction, and permanent injunction against H&K, Venturoni and Luce preventing them from the use, dissemination or disclosure of Weber Shandwick's confidential information or that of its clients. In the absence of immediate injunctive relief, Defendants' unlawful conduct will continue to cause imminent and irreparable harm to Weber Shandwick, its clients and its business interests.

9. All Weber Shandwick employees are subject to its Code of Conduct, which states that, for a period of one year following termination of employment at Weber Shandwick, no employee shall, directly or indirectly, solicit any clients of Weber Shandwick or any Weber Shandwick employees. The Code of Conduct further requires all Weber Shandwick employees to maintain Weber Shandwick's and its clients' confidential information in strictest confidence both during and at all times following their employment with Weber Shandwick. Defendants should be enjoined from interfering with these obligations or aiding and abetting any breach thereof.

III. PARTIES

10. Plaintiff CMGRP, Inc., d/b/a Weber Shandwick (hereinafter "Weber Shandwick") is a New York corporation with its principal place of business at 919 3rd Avenue, New York, New York and an office at 1717 Main Street, Dallas, Texas 75201.

11. Defendant Jody Venturoni is an individual who is a citizen and resident of the

State of Texas, and may be served at 2800 Sandray Court, Plano, Texas 75093.

12. Defendant Kenneth Luce is an individual who is a citizen and resident of the State of Texas, and may be served at 6149 Yorkshire, Dallas, Dallas County, Texas 75230.

13. Defendant MaximaGroup, LLC, is, upon information and belief, a Texas limited liability company and the alter ego of defendant Kenneth Luce, and may be served at 6149 Yorkshire, Dallas, Texas 75230. As it is Luce's alter ego, MaximaGroup and Luce shall be collectively referred to throughout the Petition as "Luce."

14. Defendant Hill and Knowlton, Inc., d/b/a Hill & Knowlton Strategies ("H&K") is upon information and belief a New York corporation doing business in Texas and may be served with process through their registered agent in Texas, United Corporate Services, Inc., 815 Brazos Street, Suite 500, Austin, Texas 78701. H&K is a subsidiary of WPP plc.

IV. JURISDICTION AND VENUE

15. Jurisdiction is proper in this Court because the amount in controversy and relief requested are within the jurisdictional limit of the Court. The Court has personal jurisdiction over defendants Venturoni and Luce because they are residents and citizens of the State of Texas. The court has personal jurisdiction over defendant H&K because it is subject to long arm jurisdiction as it is doing business in the State of Texas pursuant to Section 17.042 of the Texas Civil Practice and Remedies Code and is otherwise doing business in Texas and has a registered agent in Texas.

16. Venue is proper in this Court pursuant to Section 15.002(a)(1) of the Texas Civil Practices & Remedies Code because all or a substantial part of the events or omissions giving rise to the claims occurred in Dallas County, Texas; alternatively, venue is proper in this Court pursuant to Section 15.002(a)(2) because one or more of the Defendants is a resident of Dallas

County, Texas.

V.
FACTUAL BACKGROUND

A. *Weber Shandwick*

17. Weber Shandwick is a leading global public relations agency with offices in 77 markets around the world, including Dallas, Texas. Weber Shandwick provides strategy and execution across practices such as consumer marketing, healthcare, technology, public affairs, corporate/financial and crisis management. Its specialized services include digital/social media, advertising, market research, and corporate responsibility. Weber Shandwick is a subsidiary of The Interpublic Group of Companies, Inc. ("Interpublic" or "IPG"), one of the world's largest holding companies for advertising and marketing services firms. Shares of Interpublic are traded on the New York Stock Exchange.

18. The market for the type of services offered by Weber Shandwick is highly competitive. Weber Shandwick is recognized as an industry leader for the quality of its clients, the effectiveness of its services and the expertise of its people. In order to maintain its position, Weber Shandwick devotes significant time, money and resources to develop, maintain and foster relationships with its clients. Weber Shandwick also devotes significant time, money and resources in hiring, developing and retaining top talented individuals, such as Venturoni, whose roles at Weber Shandwick require them to work in close contact with Weber Shandwick's clients in order to provide them with exceptional service.

B. *Weber Shandwick's Confidential Information is Valuable and Subject to Protections*

19. Weber Shandwick has, over many years, developed valuable goodwill in its markets, based upon its reputation for the quality of its service. Weber Shandwick's employees are critical to its success. To enable its employees to carry out their duties and provide the best

possible service to clients, Weber Shandwick provides its employees access to confidential and proprietary information on a need-to-know basis. For its most senior executives, such as Venturoni, these documents include financial reports, new business pipeline reports, employee performance reports, pricing strategies, current client information, prospective client information, client pitches and statements of work and sensitive client, business, employee and related information (hereinafter "Confidential Information").

20. Weber Shandwick's clients place their confidence in Weber Shandwick to deliver first-class services and to maintain the confidentiality of their information. In turn, Weber Shandwick trusts its employees with confidential information on the strength of contractual commitments made by those employees to use such confidential information solely for the benefit of Weber Shandwick and its clients and to honor restrictive covenants and other contractual provisions designed to protect the hard-earned goodwill and confidential information shared with each employee. The misappropriation of this goodwill and its Confidential Information by Defendants is harmful to Weber Shandwick and unfairly deprives Weber Shandwick of the fruits of its own substantial efforts and expenditures.

C. *Jody Venturoni's Employment at Weber Shandwick*

21. Venturoni began her employment with Weber Shandwick in January 2000, working closely with Luce. Venturoni eventually served as President of Weber Shandwick's Southwest region from its Dallas, Texas, office. As a senior officer of Weber Shandwick and part of the North American leadership team and global Client Relationship Leader (CRL) team, Venturoni was given access to Confidential Information concerning the strategy, plans and results of Southwest operations of Weber Shandwick and the global organization. Such information is not generally known by Weber Shandwick employees, let alone its competitors or

the general public. Access to such information is on a need-to-know basis and security-restricted by login credentials. Given Venturoni's position of trust and responsibility, she had access to Confidential Information.

22. Over the course of her employment with Weber Shandwick, Venturoni entered into various non-solicitation and non-service agreements with Weber Shandwick that remain in effect until December 22, 2012. Additionally, Venturoni entered into confidentiality agreements with Weber Shandwick that do not expire.

23. Specifically, on or around September 29, 2003, Venturoni entered into a Confidentiality and Non-Solicitation Agreement, which provides, among other things, that:

. . . all intellectual property created or conceived by [Venturoni] during the course of [her] employment will be considered a "work for hire" and the property of [The Interpublic Group, Inc., or any of its subsidiaries or affiliates (the "Company")], including all ideas, inventions, literary property, music, lyrics, scripts, themes, stories, characters, slogan, plots, story lines, titles, copy, art, photography and footage and any other idea (collectively "the Materials") that [Venturoni] create[s] during the course of her employment with the Company or in connection with any of its clients or prospective clients.

. . . [Venturoni] shall maintain all of [her] ideas and all other information concerning the business of the Company, its clients and prospective clients (collectively, "Confidential Information") in strictest confidence both during and at all times following [her] employment with the Company. [Venturoni] will not at any time during [her] employment or after [her] employment with the Company ends for any or no reason, except as directed or permitted by the Company in writing, disclose or take any action or inaction which could result in disclosure to any person, firm, corporation or other entity of any Confidential Information, or in any way directly or indirectly utilize Confidential Information for any purpose, including without limitation for my own benefit or the benefit of others. Confidential Information includes, without limitation, business prospects, computer software, research techniques, research results, media plans, layouts, storyboards, scripts, reports and information regarding the Company's or its actual or prospective clients' advertising, marketing and sales

promotion products, services and strategies, and any other information deemed confidential in the Non-Public and Confidential Information provision of the Company's Code of Conduct

. . . during the term of [Venturoni's] employment and for a period of twelve months subsequent thereto (hereafter, the "Non-Solicitation Period"), [Venturoni] will not, directly or indirectly, either on [her] own behalf or on behalf of any other person, firm or corporation, solicit any account that is a client of the business unit or units of the Company by which [she is] employed (the "Business Unit") at the time of [her] termination of employment or that was a client of the Business Unit at any time within one year prior to the date of [her] termination of employment. [Venturoni] further agree[s] that [she] will not perform any services relating to advertising, marketing, research, public relations or related services for any such account.

. . . during the Non-Solicitation Period, [Venturoni] will not, directly or indirectly, employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of the Business Unit.

24. In the September 29, 2003 Confidentiality and Non-Solicitation Agreement, Venturoni further agreed that

[her] failure to comply with any of the terms of this Agreement shall irreparably harm the business of the Company and that the Company shall not have an adequate remedy at law in the event of such non-compliance. [Venturoni] acknowledge[s] and agree[s] that the Company shall be entitled to obtain a court order in any court of competent jurisdiction preventing [her] from committing, threatening, or continuing any acts of material non-compliance with this Agreement. I agree that the Company shall be entitled to recover from me any and all attorneys' fees, costs, and expenses incurred by or on behalf of the Company in enforcing or attempting to enforce any provision of this Agreement or any of the Company's rights hereunder.

25. On or around August 25, 2005, Venturoni executed a Non-Solicitation Agreement in connection with a grant of stock options or restricted stock that contained the following restrictive covenants:

. . . that during the term of [Venturoni's] employment and for a period of one (1) year thereafter, [Venturoni] shall not: (a) directly or indirectly, either on [her] own behalf or on behalf of any other person, firm or corporation, solicit or handle any account that is a client of the business unit(s), subsidiary(ies), or affiliate(s) of Interpublic by which [Venturoni] was employed (the "Business Unit") at the time of [her] termination of employment, or that was a client of the Business Unit at any time within one year prior to the date of [her] termination of employment, or that was a prospective client of the Business Unit with whom [Venturoni] had contact within one year prior to [her] termination date; (b) directly or indirectly employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of the Business Unit.

26. The August 25, 2005 Non-Solicitation Agreement further provides that if Venturoni breached of any of the restrictive covenants set forth above in paragraph 53, Weber Shandwick shall have the right to have the restrictive covenants enforced by any court of competent jurisdiction, "it being agreed that any breach of the Restrictive Covenants would cause irreparable injury to the Company and that money damages would not provide an adequate remedy to the Company."

27. In addition to the two aforementioned non-solicitation agreements and the 2003 confidentiality agreement (collectively, the "Agreements"), Venturoni, as an employee of Weber Shandwick, was bound by the terms and provisions of IPG's Code of Conduct. The Code of Conduct is a statement of company policy on many important topics, including conflicts of interest, anti-harassment, anti-corruption, insider trading and others. The IPG Code of Conduct includes a Confidentiality and Non-Solicitation Agreement.

28. Upon hire and annually thereafter, employees of IPG agencies are required to acknowledge their agreement to and compliance with the IPG Code of Conduct. IPG periodically updates the Code. On or around September 16, 2009, Venturoni signed the Code of

Conduct for 2009. By signing the 2009 Code of Conduct, Venturoni agreed to abide by its rules and guidelines, including the "Confidentiality" provision which states:

. . . all intellectual property (IP) [Venturoni] create[s] or conceive[s] during the course of [her] employment will be considered a "work for hire" and the property of Interpublic. This includes all ideas, inventions, literary property, music, lyrics, scripts, themes, stories, characters, slogan, plots, story lines, titles, copy, art, photography, footage, developer code, and any other idea (collectively "the Materials") that [Venturoni] create[s] during the course of her employment with IPG or in connection with any of its clients or prospective clients.

. . . [Venturoni] shall maintain all of [her] ideas and all other information concerning the business of IPG and its actual and prospective clients (collectively, "Confidential Information") in strictest confidence both during and at all times following [her] employment with the IPG. [Venturoni] will not at any time during [her] employment with IPG or after [her] employment with the IPG ends for any or no reason, except as directed or permitted by the IPG in writing, disclose or take any action or inaction which could result in disclosure to any entity of any Confidential Information, or in any way directly or indirectly utilize Confidential Information for any purpose, including without limitation for my own benefit or the benefit of others. "Confidential Information" includes, without limitation, business prospects, computer software, research techniques, research results, media plans, layouts, storyboards, scripts, reports and information regarding IPG's or its actual or prospective clients' advertising, marketing and sales promotion products, services and strategies, whether imparted to [Venturoni] by IPG or its actual or prospective clients or obtained by [Venturoni] as part of this relationship, and regardless of whether it is marked "confidential" or "proprietary." (Emphasis added.)

29. Venturoni also agreed to comply with the 2009 Code of Conduct's "Non-Solicitation (Employees Who Work Outside of California)" provision, which states that:

. . . during the term of [Venturoni's] employment and for a period of one year after [her] employment with IPG ends (the "Non-Solicitation Period"), [Venturoni] will not, directly or indirectly, either on [her] own behalf or on behalf of any other entity, solicit any account that is a client of the business unit or units of IPG by which [she is] employed (my "Business Unit") at the time of [her]

termination of employment or that was a client of my Business Unit at any time within one year prior to the date of [her] termination of employment.

. . . during the Non-Solicitation Period, [Venturoni] will not, directly or indirectly, solicit, employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of my Business Unit.

In addition, [Venturoni] agree[s] that, during the Non-Solicitation Period, [she] shall not directly or indirectly engage in any conduct that in any way interferes with the employment relationship between my Business Unit and any of its employees or clients.

30. On or around December 9, 2011, Venturoni orally informed Weber Shandwick of her resignation, effective December 22, 2011, and continued to render services to Weber Shandwick until December 16, 2011.

31. In response to Venturoni's announcement of her resignation, Weber Shandwick sent Venturoni a letter reminding her that, as an employee and officer of Weber Shandwick, she has fiduciary and contractual obligations to Weber Shandwick. The letter also reminded Venturoni that, pursuant to the IPG Code of Conduct and her equity award agreements, Venturoni, "for one year following the end of her employment, may not directly or indirectly: (a) solicit or service clients of Weber Shandwick; or (b) solicit or hire employees of Weber Shandwick. You also may not use or disclose the Company's confidential information at *any time* following your departure from the company."

D. Jody Venturoni's Misappropriation of Confidential and Proprietary Information and Trade Secrets and Improper Solicitation of Employees and Clients.

32. Upon information and belief, Venturoni was committed to joining H&K well before her notice of resignation, but she concealed her intentions from Weber Shandwick and intentionally remained at Weber Shandwick for, among other reasons, to gather and collect as

much of Weber Shandwick's Confidential Information as possible for the sole purpose of using that information in her new position at H&K for her personal benefit and for the benefit of H&K.

33. It was only after Venturoni's last day at Weber Shandwick that her computer was examined for suspicious activity. Weber Shandwick's investigation was hampered by Venturoni's attempts to conceal her conduct by deleting information from her computer. On January 6, 2012, internal information technology personnel isolated and created a list of emails Venturoni sent from her work email address to her personal email address. It was not until last week that the emails themselves and their attachments were available for examination by Weber Shandwick.

34. Egregiously, and in direct contravention of her Agreements, the Code of Conduct and her duty of loyalty and fiduciary obligations to Weber Shandwick, Venturoni, prior to announcing her resignation and to avoid potentially losing access to Weber Shandwick's files, spent a good part of the day on December 9, 2011 downloading and forwarding to her personal email accounts, a wealth of Confidential Information belonging to Weber Shandwick. Moreover, following her resignation on December 9, Venturoni continued to download and email even more of Weber Shandwick's Confidential Information until her last date of employment. The Confidential Information deliberately misappropriated by Venturoni for H&K's benefit includes, among other things:

- a. Detailed client programs and marketing plans for 2012;
- b. Analysis of client programs for 2011;
- c. Client financial arrangements and performance for 2011;
- d. Client financial negotiations and projections for 2012;
- e. Southwest market financial business review as of November 2011 and projections

for 2012;

- f. Employee compensation, utilization and performance; and
- g. Worldwide new business and new client documents, including status of relationship and financial projections for client opportunities.

35. Upon information and belief, Venturoni has disseminated the Confidential Information she misappropriated from Weber Shandwick to H&K individuals who have used that information to advance H&K's business by assisting them in their solicitation of Weber Shandwick's clients and employees, among other things.

36. Upon information and belief, Venturoni has also (1) deliberately hindered and thwarted Weber Shandwick's attempts to retain employees and clients who had been solicited by Luce and/or H&K to join H&K; (2) solicited Weber Shandwick clients to follow her to H&K before and after she officially resigned from Weber & Shandwick; and (4) hindered Weber Shandwick's efforts to pursue new business opportunities with prospective clients in order to divert the new business to H&K.

E. Departure of Kenneth Luce to H&K

37. Luce began his employment at Weber Shandwick in January 2000 as a President of its Southwest Region and California Market at its Dallas, Texas office. Throughout the course of his employment with Weber Shandwick, Luce entered into various non-solicitation and confidentiality agreements in which he agreed to forever maintain the confidentiality and integrity of Weber Shandwick's confidential information and, for a period of one year following his termination of employment, to not, directly or indirectly, solicit any Weber Shandwick clients or employees.

38. In or around the fall of 2010, Luce resigned his position with Weber Shandwick.

39. Rather than immediately sever all ties to Weber Shandwick, and thus access to Weber Shandwick's employees and clients, Luce, through MaximaGroup, entered into an Independent Contractor Agreement with Weber Shandwick, on or around October 23, 2010.

40. Among its terms, the Independent Contractor Agreement, which became effective on November 1, 2010, contains a section titled "Confidentiality" that states:

5. Confidentiality

In rendering the Services hereunder, Contractor may come into possession of information or materials that are confidential, trade secrets or otherwise considered secret by Company (the "Confidential Information"). Confidential information includes, without limitation, business prospects, computer software, research techniques, research results, media plans, layouts, storyboards, scripts, reports, client pitch materials and techniques and information regarding Company's or its actual or prospective clients' advertising, marketing and sales promotion products, services and strategies, and any other information deemed confidential, whether or not marked confidential or proprietary. Contractor agrees to maintain all aspects of the Services provided hereunder and the Confidential Information in the utmost of confidence, to take all measures necessary to protect the Confidential Information and any data or information pertaining to the Services, and agrees not to disclose the Confidential Information except to those employees or independent contractors who execute a confidentiality agreement containing this clause . . .

41. Additionally, among its terms, the Independent Contractor Agreement contains a section titled "Non-Solicitation of Clients and Employees" that states:

(a) Until the later of October 31, 2011 or the end of the term of this Agreement Contractor shall not, directly or indirectly, either on Contractor's own behalf or on behalf of any other person, firm or entity, solicit any account that is a client or prospective client of Company at any time during the term of this Agreement; provided that the foregoing shall apply only to prospective clients to which a formal presentation or similar offering of services in which Contractor is more than insignificantly involved occurs during the term of this Agreement.

(c) Until the later of October 31, 2011 or the end of the term of this Agreement, Contractor shall not directly or indirectly, either on Contractor's own behalf or on behalf of any other person, firm or entity, including on behalf of any account described in (a) above, solicit the employment or consulting services of or employ or retain the consulting service of or attempt to employ or retain the consulting services of any person who is at such time or who was at any time within six months immediately prior to such time, an employee of Company.

42. On January 19, 2011, Luce announced to Weber Shandwick employees via email that he had accepted a position as Global COO at H&K.

43. By letter dated January 26, 2011, Weber Shandwick terminated the Independent Contractor Agreement with Maxima Group, LLC. The January 26 letter reminded Luce of his non-solicitation and confidentiality restrictions that remained in effect until October 31, 2011.

F. H&K's and Kenneth Luce's Poaching of Weber Shandwick Employees and Clients

44. Despite his non-solicitation restrictions, Luce, with the assistance of H&K, began soliciting Weber Shandwick employees and clients before the term of his non-solicitation obligations had expired.

45. Upon information and belief, Luce, with the assistance and full knowledge of H&K, between August 26, 2011 and October 31, 2011, repeatedly met with various Weber Shandwick employees and clients in order to directly solicit them to leave Weber Shandwick and join H&K.

46. Luce began violating his non-solicitation obligations as early as August 2011 when, upon information and belief, Luce held two separate meetings with a Weber Shandwick client in order to discuss the client leaving Weber Shandwick for H&K.

47. Luce subsequently violated his non-solicitation obligations in September 2011 when, upon information and belief, he solicited an employee to leave Weber Shandwick to join

H&K.

48. Upon information and belief, in September and October 2011, prior to the expiration of his non-solicitation restrictions, Luce through correspondence and meetings, solicited an employee of Weber Shandwick to resign from Weber Shandwick and join H&K. Luce succeeded in his solicitation of this employee as he has resigned from Weber Shandwick and is currently employed at H&K.

49. Luce's solicitation activities during the applicable time period for his non-solicitation restrictions did not go unnoticed. By email dated November 8, 2011, co-defendant Venturoni admitted to another Weber Shandwick employee that Luce had been in contact with a long list of Weber Shandwick employees since he joined H&K. Venturoni further admitted in the email that she thinks Luce may have crossed the line with regard to his solicitation agreement with a specific employee.

50. On November 18, 2011, another senior employee of Weber Shandwick ended his employment with Weber Shandwick. Upon information and belief, the employee is currently employed by H&K and joined H&K. Upon information and belief, before departing Weber Shandwick, the employee admitted he decided to join H&K after communicating with Luce while Luce's non-solicitation restrictive covenant remained in effect.

51. By letter dated December 15, 2011, Interpublic informed Luce that it was concerned with the recent resignations of several Weber Shandwick employees who have joined H&K. IPG notified Luce that it is investigating his efforts to solicit Weber Shandwick employees and/or clients in violation of his Independent Contract Agreement and requested that both Luce and H&K provide written assurances by December 23, 2011 that they have not engaged in improper solicitations or misuse of Weber Shandwick's confidential information.

Although written responses were received, adequate assurances have not been provided.

VI.

**APPLICATION FOR TEMPORARY RESTRAINING ORDER
(ALL DEFENDANTS)**

52. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

53. Weber Shandwick' application for a temporary restraining order is authorized by Texas Civil Practice and Remedies Code Annotated, Section 65.011.

54. As a result of Defendants' wrongful conduct, Weber Shandwick has sustained, and will continue to sustain, substantial and irreparable harm. There is no remedy at law that will adequately prevent or compensate for such irreparable harm because Weber Shandwick's Confidential Information is being, and will continue to be, compromised unless Defendants are enjoined.

55. A Temporary Restraining Order and Injunction are necessary because money damages alone cannot fully remedy the damage to Weber Shandwick' goodwill and customer relationships. While Weber Shandwick is entitled to damages for the quantifiable loss of business caused by Defendants' misconduct, a dollar value cannot be assigned to the additional loss of clientele, goodwill, and disruption of Weber Shandwick's business operations caused by Defendants. Moreover, damages will be difficult to quantify because it will be extremely difficult to value such a loss; Weber Shandwick should not be required to suffer the burden of that uncertainty. Additionally, Venturoni expressly agreed to the issuance of such relief.

56. There is a substantial likelihood that Weber Shandwick will succeed on the merits of its claim for Venturoni's breach of her fiduciary duties to Weber Shandwick; Venturoni's breach of her duty of loyalty to Weber Shandwick; Venturoni's breach of her contractual

confidentiality, non-solicitation and non-service agreements with Weber Shandwick; H&K's aiding and abetting the breach of Venturoni's fiduciary duties and breach of her duty of loyalty; and other tortious acts committed by the Defendants; and Luce's breach of his non-solicitation agreement.

57. The actions described herein have caused and will continue to cause irreparable injury to Weber Shandwick, unless the court grants immediate injunctive relief. Specifically, Weber Shandwick respectfully requests the court to enter a temporary restraining order immediately that:

- (i) Prevent Defendants from divulging or utilizing, whether directly or indirectly (A) any Confidential Information and (B) the information taken by Venturoni from Weber Shandwick while employed at Weber Shandwick, for any purpose, and including in connection with the solicitation or hiring of Weber Shandwick employees or solicitation or servicing of Weber Shandwick clients or prospects;
- (ii) Require Defendants to immediately locate and return to Weber Shandwick all electronically stored, originals, copies or other reproductions of (A) any Confidential Information and (B) the information taken by Venturoni from Weber Shandwick while employed at Weber Shandwick;
- (iii) Prevent Defendants from destroying, deleting, secreting, moving to another location, transferring custody or control or otherwise losing custody or control of (or encouraging or directing third parties to do the same) during the pendency of this action any documents (including, but not limited to, emails, letters, books, customer lists, prospective customer lists, customer records, invoices, statements, files, etc.) that relate to the business of Weber Shandwick, the current, prospective or former clients of Weber Shandwick, current or former employees of Weber Shandwick or any communications with Weber Shandwick employees or clients, or any other documents relevant to this lawsuit except for the return of materials to Weber Shandwick's counsel in compliance with this Order.

58. Unless and until Weber Shandwick obtains the injunctive relief sought herein, Weber Shandwick will continue to be irreparably harmed.

59. Weber Shandwick respectfully requests that it be allowed to provide a nominal amount of security, if any, for payment of costs and damages as may be required.

60. For the reasons stated herein, Weber Shandwick requests that a temporary restraining order be entered as requested herein and followed by a show cause hearing to further enjoin defendants from undertaking the conduct as described herein.

**VII.
APPLICATION FOR TEMPORARY INJUNCTION
(ALL DEFENDANTS)**

61. Weber Shandwick asks the Court to set its application for temporary injunction for a hearing; and, after that hearing, issue a temporary injunction against Defendants.

62. Specifically, Weber Shandwick respectfully requests the court to issue a temporary injunction that:

- (i) restrains Venturoni from (A) directly or indirectly, either on her own behalf or on behalf of any other person, firm or corporation, solicit or handle any account that is a client of the business unit(s), subsidiary(ies), or affiliate(s) of Interpublic by which Venturoni was employed (the "Business Unit") at the time of her termination of employment or that was a client of the Business Unit at any time within one year prior to the date of her termination of employment, or that was a prospective client of the Business Unit with whom Venturoni had contact within one year prior to her termination date; and (B) directly or indirectly employ or attempt to employ or assist anyone else to employ any person who is at such time or who was within the six-month period immediately prior to such time in the employ of the Business Unit;
- (ii) restrains H&K and Luce from, directly or indirectly aiding and/or abetting Venturoni or any of the former Weber Shandwick employees subject to the Code of Conduct in violating any of the restrictive covenants and/or

confidentiality clauses contained in Venturoni's Agreements and the Code of Conduct;

- (iii) restrains defendants from further use, dissemination or disclosure of any Confidential Information;
- (iv) restrains defendants from directly or indirectly soliciting or servicing any of the clients or prospective clients of Weber Shandwick about whom Venturoni misappropriated information; and
- (v) restrains defendants from, directly or indirectly, soliciting hiring or employing any Weber Shandwick employees about whom Venturoni misappropriated information.

**VIII.
REQUEST FOR PERMANENT INJUNCTION
(ALL DEFENDANTS)**

63. Weber Shandwick asks the Court to set its request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendants.

**IX.
BREACH OF CONTRACT
(DEFENDANTS MAXIMAGROUP, LUCE AND VENTURONI)**

64. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

65. On or about November 1, 2010, Weber Shandwick and Luce, through his alter ego MaximaGroup, executed an Independent Contractor Agreement. Contained in the Independent Contractor Agreement was an explicit provision not to solicit Weber Shandwick's employees and/or clients for the later period of either October 31, 2011 or the termination of the Independent Contractor Agreement.

66. Despite Weber Shandwick's termination of the Independent Contractor Agreement on January 26, 2011, Luce's non-solicitation restrictions remained in effect until October 31, 2011.

67. On information and belief, Luce breached his promise not to solicit the employees and/or clients of Weber Shandwick during the applicable time period, in contravention of his non-solicitation restriction contained in the Independent Contractor Agreement.

68. Weber Shandwick, for its part, has fully performed its contractual obligations under the Independent Contractor Agreement.

69. Luce's breach of the Independent Contractor Agreement has damaged Weber Shandwick in excess of the minimum jurisdictional limits of this court.

70. Venturoni executed the Agreements and agreed to be bound by the Code of Conduct during her employment with Weber Shandwick, in which she made explicit promises to refrain from, directly or indirectly, soliciting Weber Shandwick employees and clients for a period of twelve (12) months after the termination of her employment. Additionally, Venturoni agreed not to provide any services in the nature of advertising, marketing, research, public relations or related services to Weber Shandwick clients for a period of twelve (12) months after the termination of her employment.

71. Upon information and belief, Venturoni has breached her Agreements and the Code of Conduct by absconding with Confidential Information for use by her and her co-defendants and by actively aiding and abetting Luce and H&K by soliciting Weber Shandwick employees to resign and clients to leave Weber Shandwick and join H&K, all while still employed by Weber Shandwick and thereafter.

72. On December 9, 2011, Venturoni resigned from Weber Shandwick.

73. Prior to announcing her resignation, Venturoni misappropriated Weber Shandwick's property by downloading and/or emailing to her personal email account numerous confidential and proprietary Weber Shandwick documents, including but not limited to business

plans and pricing information for clients.

74. On information and belief, Venturoni has breached each of the promises described above that she made in her various Agreements and Code of Conduct.

75. Venturoni's breaches of the various promises described above have damaged Weber Shandwick in excess of the minimum jurisdictional limits of this court.

76. As a result of the conduct described herein, Weber Shandwick has been required to retain the services of the undersigned attorneys to bring the present action and has agreed to pay them reasonable attorneys' fees for their services. Pursuant to Section 38.001 of the Texas Civil Practice & Remedies Code, Weber Shandwick also seeks judgment against said defendants for Weber Shandwick's reasonable and necessary attorneys' fees incurred in connection with this lawsuit.

77. All conditions precedent to recovery as alleged herein have been satisfied.

78. Weber Shandwick is entitled to recover its reasonable and necessary attorneys' fees pursuant to Section 38.001 *et seq.* of the Texas Civil Practice & Remedies Code.

**X.
BREACH OF FIDUCIARY DUTY
(DEFENDANT VENTURONI)**

79. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

80. As the President of Weber Shandwick's Southwest Region, Venturoni owed Weber Shandwick a fiduciary obligation and duty of loyalty to discharge her duties diligently and in good faith, to act at all times in Weber Shandwick's best interests, to place Weber Shandwick's interests above her own personal interests and to avoid deriving personal benefit at the expense of Weber Shandwick.

81. Venturoni abused her position of trust and authority as Weber Shandwick's President of its Southwest Region in order to further her own personal economic interests in H&K, all at the expense of Weber Shandwick.

82. Venturoni breached her fiduciary duty and duty of loyalty to Weber Shandwick by, among other things: (1) misappropriating and stealing Confidential Information for the sole purpose of utilizing such Confidential Information at H&K; (2) misrepresenting to Weber Shandwick that certain employees who had been solicited by Luce and/or H&K would not respond to any counteroffers made by Weber Shandwick; (3) soliciting Weber Shandwick employees to terminate their employment and join H&K; (4) soliciting Weber Shandwick clients to terminate their relationships with Weber Shandwick to follow her to H&K; and (5) thwarting Weber Shandwick's attempts to enter into new business opportunities with prospective clients in order to divert the work to H&K.

83. As a direct and proximate result of Venturoni's breaches of her fiduciary obligations, Weber Shandwick has suffered substantial monetary damages consisting of, without limitation, all the remuneration Venturoni received from Weber Shandwick during the period she breached her fiduciary duty, the cost of replacing the Weber Shandwick employees Venturoni solicited to resign from Weber Shandwick to join H&K and the value of all additional Weber Shandwick resources and business that Venturoni diverted in order to benefit her own business ventures and/or H&K.

84. In addition, due to the egregious, willful and malicious nature of Venturoni's conduct, Weber Shandwick is entitled to an award of punitive damages in an amount to be determined at the trial of this action.

XI.
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS
(DEFENDANTS H&K, MAXIMAGROUP AND LUCE)

85. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

86. H&K tortiously interfered with Weber Shandwick's existing valid and enforceable contractual agreements with Luce and Venturoni by willfully, intentionally and maliciously soliciting Weber Shandwick's employees and clients to breach said agreements.

87. H&K acted without privilege or justification.

88. Luce tortiously interfered with Weber Shandwick's existing valid and enforceable contractual agreements with Venturoni by willfully, intentionally and maliciously soliciting Weber Shandwick's employees and clients to breach said agreements.

89. Luce acted without privilege or justification.

90. As a direct and proximate result of these actions, Weber Shandwick has suffered, and continues to suffer, damages in excess of the minimum jurisdictional limits of this Court.

91. H&K's and Luce's wrongful conduct is willful, wanton, malicious, and done with the intent of causing injury to Weber Shandwick. Accordingly, Weber Shandwick is entitled to exemplary damages from H&K and Luce.

XIII.
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(DEFENDANTS H&K, MAXIMAGROUP AND LUCE)

92. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

93. Upon information and belief, H&K, MaximaGroup and Luce were aware at all relevant times that Venturoni was President of Weber Shandwick's Southwest Region with

fiduciary obligations to act at all times in Weber Shandwick's best interests. In addition, upon information and belief, H&K, MaximaGroup and Luce were aware at all relevant times that Venturoni owed contractual obligations to Weber Shandwick or intended to breach her contractual obligations contained in the Agreements and Code of Conduct with Weber Shandwick by soliciting employees and/or clients in contravention of her Agreements and Code of Conduct.

94. In a deliberate effort to secure an unfair competitive advantage over Weber Shandwick, H&K, MaximaGroup and Luce induced, encouraged and assisted Venturoni's breaches of her fiduciary duties by agreeing with Venturoni that she would use her position of authority and control at Weber Shandwick in order to divert Weber Shandwick's employees, time, money and resources to benefit her competing ventures with H&K, including the taking of confidential and proprietary information from Weber Shandwick for use at H&K, the solicitation of Weber Shandwick employees to resign from Weber Shandwick to become employed with H&K, and the solicitation of Weber Shandwick clients to leave Weber Shandwick for H&K.

95. As a direct and proximate result of the participation and misconduct of H&K, MaximaGroup and Luce, Weber Shandwick has suffered substantial monetary damages consisting of, without limitation, all the remuneration Venturoni received from Weber Shandwick during the period she breached her fiduciary duty, the cost of replacing the Weber Shandwick employees Venturoni solicited to resign from Weber Shandwick to join H&K and the value of all additional Weber Shandwick resources and business that Venturoni diverted in order to benefit her own business ventures at H&K.

96. In addition, due to the egregious, willful and malicious nature of the conduct of H&K, MaximaGroup and Luce, Weber Shandwick is entitled to an award of exemplary damages

in an amount to be determined at the trial of this action.

**XIII.
MISAPPROPRIATION OF CONFIDENTIAL INFORMATION
(ALL DEFENDANTS)**

97. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

98. Weber Shandwick created, possessed and used its confidential and proprietary information in its business operations.

99. Upon information and belief, Defendants possess Weber Shandwick's Confidential Information, which was compiled and developed over a period of years at great time and expense to Weber Shandwick. Weber Shandwick's Confidential Information includes, but is not limited to, among other things:

- a. Detailed client programs and marketing plans for 2012;
- b. Analysis of client programs for 2011;
- c. Client financial arrangements and performance for 2011;
- d. Client financial negotiations and projections for 2012;
- e. Southwest market financial business review as of November 2011 and projections for 2012;
- f. Employee compensation, utilization and performance; and
- g. Worldwide new business and new client documents, including status of relationship and financial projections for client opportunities.

100. Defendants acquired such information in connection with Venturoni's former employment relationship with Weber Shandwick and, upon information and belief, are using, and will continue to use such information to their advantage and to the detriment of Weber

Shandwick. Weber Shandwick has not and does not authorize such use.

101. The Confidential, Information is not generally known, has been maintained in secrecy, and provides commercial value and a competitive advantage to Weber Shandwick.

102. Defendants' disclosure, use and misappropriation of Weber Shandwick's Confidential Information have damaged Weber Shandwick in excess of the minimum jurisdictional limits of this court. Weber Shandwick therefore seeks to recover its actual damages, as well as compensatory and punitive damages to which it may prove to be entitled upon a final trial on the merits.

**XIV.
TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS
(ALL DEFENDANTS)**

103. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

104. Defendants have interfered, and continue to interfere, with Weber Shandwick's prospective business relations with its employees and its existing clients and prospective clients. Defendants have interfered, and continue to interfere, with Weber Shandwick's business relations with its existing and/or potential clients by the use of means that are dishonest, unfair or otherwise improper, and Weber Shandwick has been and continues to be harmed thereby.

105. As a direct and proximate results of these actions, Weber Shandwick has suffered, and continues to suffer, damages in excess of the minimum jurisdictional limits of this Court.

**XV.
UNFAIR COMPETITION
(ALL DEFENDANTS)**

106. Weber Shandwick incorporates and realleges the matters set forth in each of the preceding paragraphs.

107. Venturoni has engaged in unfair competition by misappropriating Confidential Information of Weber Shandwick in violation of the terms of her employment, her common law duties, and Weber Shandwick's rights. Venturoni further engaged in unfair competition by using Confidential Information in an attempt to gain new business for her current employer H&K and for the benefit of H&K. As a direct and proximate result of Venturoni's improper conduct, Weber Shandwick has and continues to suffer damages in excess of the minimum jurisdictional limits of the Court.

XVI. .
CONDITIONS PRECEDENT

108. All conditions precedent to recovery have been performed or satisfied.

XVII.
LOCAL RULE COMPLIANCE

109. Plaintiff Weber Shandwick hereby certifies that before seeking a hearing on its Application for Temporary Restraining Order it has complied with L.R. 2.01 and L.R. 2.02 by notifying the opposing party and, where known, its counsel and providing them with a copy of the application and proposed order with adequate notice in advance of seeking relief from the Court. Additionally, to the best of its knowledge, this case is not subject to transfer under L.R. 1.06.

XVII.
JURY DEMAND

110. Weber Shandwick demands a trial by jury and has paid the jury fee in connection with filing of this case.

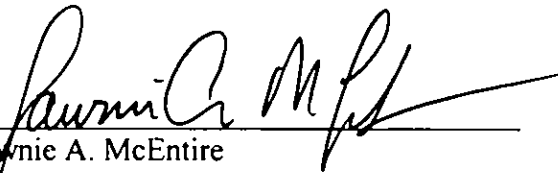
**XVIII.
PRAYER**

111. THEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that
the Court:

- a. Enter a temporary restraining order, as described in paragraph 57 restraining Defendants from engaging in unlawful conduct;
- b. Cite Defendants to appear and show cause and that upon such hearing, a temporary injunction be issued enjoining Defendants from the conduct described in paragraph 62;
- c. Enter a permanent injunction on the final trial of this cause enjoining Defendants;
- d. Order Defendants to locate and return to Weber Shandwick all proprietary, confidential, and trade secret information belonging to Weber Shandwick;
- e. Enter judgment against Defendants along with an assessment and award of (i) actual damages, (ii) compensatory and exemplary damages, (iii) prejudgment and post-judgment interest as provided by law, (iv) attorneys' fees, costs, and expenses, (v) court costs and other taxable expenses allowed by law, and (vi) for such other and further relief, at law or in equity, to which Weber Shandwick may show itself justly entitled.

Respectfully submitted,

BEIRNE, MAYNARD & PARSONS, L.L.P.

By: 

Saynie A. McEntire
Texas Bar No. 13590100
smcentire@bmpllp.com
1700 Pacific Avenue, Suite 4400
Dallas, Texas 75201
T: (214) 237-4300
F: (214) 237-4340

-and-

Peter L. Altieri
New York Bar No. 1699776
(Application Pro Hac Vice Sought)
EPSTEIN BECKER & GREEN, P.C.
PAltieri@ebglaw.com
250 Park Avenue
New York, New York 10177
T: (212) 351-4592
F: (212) 878-8692

-and-

Greta Ravitsky
Texas Bar No. 2405806
EPSTEIN BECKER & GREEN, P.C.
GRavitsky@ebglaw.com
Two Houston Center
909 Fannin, Suite 3838
Houston, Texas 77010
T:(713) 300-3215
F: (713) 750-3101

**ATTORNEYS FOR PLAINTIFF CMGRP, INC.,
d/b/a WEBER SHANDWICK**

CAUSE NO. _____

CMGRP, INC., d/b/a WEBER
SHANDWICK

Plaintiff

vs.

JODY VENTURONI, KENNETH
LUCE, MAXIMAGROUP, LLC, and
HILL & KNOWLTON, INC., d/b/a
HILL & KNOWLTON STRATEGIES
Defendants

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

___th JUDICIAL DISTRICT

VERIFICATION OF EDWARD POWERS

STATE OF NEW YORK §

§

COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority, on this day personally appeared Edward Powers, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

“My name is Edward Powers. I am over the age of eighteen (18) years, and fully capable of making this verification. I am the Chief Operating Officer of CMGRP, Inc. and I am authorized to and I am making this verification in my capacity as a corporate representative of CMGRP, Inc. I have read the foregoing Original Verified Petition and Application for Temporary Restraining Order, Temporary Injunction and Permanent Injunction, and the factual statements contained therein are based upon my personal

knowledge as such and the factual statements contained therein are true and correct.”

Edward Powers

EDWARD POWERS

Edward Powers

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____ on this the 17 day of
January, 2012 to certify which witness my hand and official seal of office.

Vijay Seemangal

Notary Public, in and for
the State of New York

My Commission Expires: May 7, 2015

VIJAY SEEMANGAL
Notary Public, State of New York
Qualified in Queens County
Reg. No. 01SE8165227
My Commission Expires ~~05-07-2015~~
05/07/2015

CAUSE NO. 12-00484

CMGRP, INC., d/b/a WEBER
SHANDWICK

Plaintiff

vs.

JODY VENTURONI, KENNETH LUCE,
MAXIMAGROUP, LLC, and HILL AND
KNOWLTON, INC., d/b/a HILL &
KNOWLTON STRATEGIES

Defendants

§
§
§
§
§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

298th-M

____th JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

On this day came on to be considered Plaintiff CMGRP, Inc., d/b/a Weber Shandwick's (hereinafter "Weber Shandwick") Application for Temporary Restraining Order, against defendants Jody Venturoni ("Venturoni"), Kenneth Luce ("Luce"), MaximaGroup, LLC ("MaximaGroup"), and Hill and Knowlton, Inc., d/b/a Hill & Knowlton Strategies ("H&K") (collectively "Defendants"). After examining the verified pleadings and holding a hearing of which Defendants had notice, the Court finds that the requirements for the issuance of a temporary restraining order have been met. More specifically, the Court finds some evidence that:

1. Weber Shandwick is a public relations agency with offices in markets around the world, including Dallas, Texas. Defendant H&K is a public relations firm that competes directly with Weber Shandwick.
2. Defendants Luce and Venturoni are two former trusted senior executives of Weber Shandwick. Both are now employed by Defendant H&K.

3. Weber Shandwick provided Luce and Venturoni access to confidential and proprietary information including, but not limited to, financial reports, new business pipeline reports, employee performance reports, pricing strategies, current client information, prospective client information, client pitches and statements of work and sensitive client, business, employee and related information (hereinafter "Confidential Information").
4. Since leaving the employ of Weber Shandwick, both Luce and Venturoni, with the assistance of H&K, and in violation of their agreements (and the common law) have, among other improper conduct, been using Confidential Information so as to solicit Weber Shandwick employees and clients contrary to their agreements.
5. In addition, Weber Shandwick has learned that Venturoni improperly took Confidential Information while employed at Weber Shandwick.
6. Defendants have improperly acquired Confidential Information and are using and will, unless enjoined, continue to use such information without authorization to their advantage and to the detriment of Weber Shandwick and its clients.
7. Weber Shandwick has demonstrated a likelihood of success on the merits on at least some of its claims against Defendants. The balance of equities between Weber Shandwick and Defendants favor the issuance of this Temporary Restraining Order. A Temporary Restraining Order is necessary to preserve the status quo between the parties pending a hearing on Weber Shandwick's request for Temporary Injunction;
8. Unless Defendants are immediately restrained, Weber Shandwick will be irreparably injured, suffer loss and damage by:
 - a) further loss of unique and valuable rights associated with Weber Shandwick Confidential Information, proprietary trade secret information and invaluable good will;
 - b) further improper use and disclosure of Confidential Information;
 - c) further loss of additional key personnel;
 - d) loss of confidence and trust of its clients, loss of business goodwill, loss of business reputation, and loss of business; and
 - e) present and future economic loss, which is unascertainable at this time;
9. Unless Defendants are immediately restrained, Weber Shandwick will have no adequate remedy at law, and good cause exists for the issuance of a Temporary Restraining Order. Defendants' tortious actions have already caused Weber

Shadwick to lose business and the improper disclosure of Confidential Information:

10. Such harm is imminent because if an injunction is not entered, Defendants will continue to misappropriate and improperly utilize Confidential Information and other information. In addition, because there is a high likelihood that the Defendants will continue to solicit Weber Shadwick's clients and employees, there is a very high likelihood that Defendants' tortious actions will result in Weber Shadwick's loss of additional clients and employees in the future.

TEMPORARY RESTRAINING ORDER

IT IS THEREFORE ORDERED that the Clerk of the Court issue a Restraining Order that the Defendants Jody Venturoni, Kenneth Luce, Maximagroup, LLC., and Hill And Knowlton, Inc. d/b/a Hill & Knowlton Strategies, (collectively the "Defendants") and their respective officers, directors, agents, servants, employees, representatives, attorneys, and all persons, firms, corporations or other entities, acting or purporting to act in active concert or participation with any of them who receive actual notice of this Order by service or otherwise, are ORDERED, ENJOINED AND/OR PREVENTED as follows:

- (i) From divulging or utilizing, whether directly or indirectly (A) any Confidential Information and (B) the information taken by Venturoni from Weber Shandwick while employed at Weber Shandwick for any purpose and including in connection with the solicitation or hiring of Weber Shandwick employees or solicitation or servicing of Weber Shandwick clients or prospects;
- (ii) To immediately locate and return to Weber Shandwick all electronically stored, originals, copies or other reproductions of (A) any Confidential Information and (B) the information taken by Venturoni from Weber Shandwick while employed at Weber Shandwick;
- (iii) From destroying, deleting, secreting, moving to another location, transferring custody or control or otherwise losing custody or control of (or encouraging or directing third parties to do the same) during the pendency of this action any documents (including, but not limited to, emails, letters, books, customer lists, prospective customer lists,

customer records, invoices, statements, files, etc.) that relate to the business of Weber Shandwick, the current, prospective or former clients of Weber Shandwick, current or former employees of Weber Shandwick or any communications with Weber Shandwick employees or clients, or any other documents relevant to this lawsuit except for the return of materials to Weber Shandwick's counsel in compliance with this Order.

BOND

IT IS FURTHER ORDERED that the Court Clerk, upon the filing of a bond in the amount of \$_____ (or cash deposit in lieu thereof) and on approving the same according to law, shall issue a temporary restraining order in conformity with the law and the terms of this Order. Once the order becomes effective, it shall remain in effect for fourteen (14) days or until further order of this Court.

ORDER TO SHOW CAUSE

IT IS FURTHER ORDERED that each of the Defendants are to appear before the _____ Judicial District Court, Dallas County, Texas on the ____ day of _____ 2012, at ____ .m. in the _____ District Court's courtroom located at _____, in Dallas, Dallas County, Texas to show cause why a temporary injunction should not be entered against each of the Defendants.

Signed this ____ day of January 2012, at _____ a.m./p.m.

JUDGE PRESIDING