

COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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RAY VOLPE,

Plaintiff,

SUMMONS

Index No.

-against-

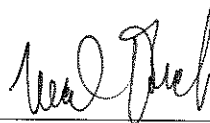
THE INTERPUBLIC GROUP
OF COMPANIES, INC., a Delaware corporation,
Defendant.

Plaintiff designates New York
County as the Place of Trial; Venue
Is Based on Situs Of Incident

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To the above named Defendant

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York
July 2, 2012



Neal Brickman, Esq.
The Law Offices of Neal Brickman, P.C.
Attorneys for Plaintiff
317 Madison Avenue, 21st Floor
New York, New York 10017
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To: Michael Marra, Associate General Counsel
The Interpublic Group of Companies, Inc.
1114 Avenue of the Americas
New York, New York 10036

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

RAY VOLPE,

Index No.

Plaintiff,

COMPLAINT

-against-

THE INTERPUBLIC GROUP OF
COMPANIES, INC., a Delaware
corporation,

Defendant

COMES NOW Ray Volpe ("Plaintiff or "Volpe"), by and through his undersigned attorneys, The Law Offices of Neal Brickman, P.C., 317 Madison Avenue, New York, New York 10017, and, as and for his Complaint against the defendant, The Interpublic Group of Companies, Inc. ("IPG"), states and alleges as follows:

NATURE OF CASE

1. This is an action for breach of contract, breach of fiduciary duty, declaratory judgment, and, in the alternative, for equitable relief. Mr. Volpe was a senior account executive with IPG for many years. In early 2006, Volpe brought to IPG the opportunity to invest in, and form a strategic alliance with, Facebook, Inc. ("Facebook"). This action arises out of IPG's breach of an agreement to pay the Plaintiff the realized gains it made on the Facebook investment that Volpe sourced and procured for it. Plaintiff seeks to recover compensatory and punitive damages of hundreds of millions of dollars, together with interest and costs, including reasonable attorneys' fees.

2. In late 2005 and early 2006, the web-based networking site Facebook was still in relative infancy and in need of cash. Volpe, who, wholly apart from his job at IPG, which was dedicated exclusively to servicing the needs of General Motors (“GM”), was in contact with Facebook’s senior management team, was told that Facebook was trying to raise \$10 million in four (4) \$2.5 million tranches. The offering was oversubscribed. Volpe asked Facebook what it would take to jump ahead of the other prospective investors in order to acquire the last \$2.5 million tranche. Volpe was told that if he could guarantee \$10 million in advertising and/or sponsorship revenue to Facebook he would jump to the head of the line.

3. Volpe immediately saw the great value of this opportunity and brought it to the attention of top management at IPG, including IPG’s chief executive officer, Michael Roth. Roth took the idea to IPG’s media group, which was openly hostile to using any third-party platform for web networking, let alone making a substantial equity investment in an entity which they did not think would survive. Chiefly because of the media group’s hostility, Roth and other senior managers of IPG were deeply skeptical of forming a strategic alliance with, or making an equity investment in, Facebook. Without any internal support, Volpe was forced to enlist the assistance of an industry titan who also worked for IPG, Howard Draft. Draft ran his own, much larger agency, within IPG called DRAFTFBC. Like Volpe, Draft saw the potential for great value in the Facebook opportunity, but he was much less willing than Volpe to go to war over it with IPG’s media group. Draft and Volpe formed a collaborative within IPG relating to Facebook and agreed to split the economics of any deal with Facebook 50/50 (both the downside and any upside), with the understanding that Volpe and his agency would have to do all the legwork for the project.

4. With Draft's backing, in mid-June, 2006, Roth reluctantly approved both the strategic alliance and the equity investment in Facebook. However, he conditioned his approval on Volpe's and Draft's explicit commitment to assume "personal" responsibility for the \$10 million revenue guarantee – that is, that if Volpe and Draft could not raise \$10 million in advertising and sponsorship revenue for Facebook in 18 months, the bonus pool that would be made available to Volpe and Draft would be reduced dollar for dollar for the amount of cash IPG Corporate would have to pay to satisfy the \$10 million guarantee.

5. In particular for Volpe, who ran a much smaller agency than Draft, if the Facebook project was unsuccessful it would be financially ruinous for him and his agency. In addition, his employees would almost certainly desert Volpe if they did not receive bonuses. Therefore, before accepting personal responsibility for the \$10 million commitment, Volpe had a meeting with IPG's chief financial officer, Frank Mergenthaler, which was also attended in part by Roth. The purpose of the meeting was to come to agreement on what Volpe would receive in the event the investment in Facebook was successful. At the meeting, it was agreed that because Volpe, personally and on behalf of his staff, was being asked to assume all of the downside risk, it was only fair, and in total accordance with IPG's established policies, that Volpe receive the "upside" of the Facebook investment - - meaning the realized gain on the stock - - over and above, and separate from, his standard compensation and bonuses, in the event the investment with Facebook proved successful. This understanding was confirmed by email in 2006, and afterward. On the basis of this understanding, Volpe and his team assumed personal responsibility for the \$10 million guarantee. It was further agreed that Volpe would receive his share of the upside, in cash, when, as, and if IPG ever sold the Facebook shares at a profit, whether Volpe was employed by IPG or not.

6. Facebook and IPG signed a strategic alliance and IPG invested \$2.5 million in the preferred stock of Facebook on or about June 18, 2006. The equity investment gave IPG an approximate 0.5% interest in the capital stock of Facebook on a fully diluted basis. Soon thereafter, however, Facebook, which was moving with enormous speed, signed a deal with Microsoft, under which Microsoft would place the traditional banner advertising on the Facebook website. This greatly changed the economics of the strategic alliance for IPG, because it essentially relegated IPG to meeting its \$10 million revenue commitment through advertising sponsorships, promotional events and joint ventures. Nevertheless, due solely to the efforts of one man, Ray Volpe, IPG was able to renegotiate and, as renegotiated, *satisfy* the \$10 million guarantee in timely fashion. Having paid for the stock, of course, IPG retained it.

7. In August 2011, IPG sold one half of its approximate 0.5% interest in Facebook on the secondary market for \$133.5 million. IPG's sale valued Facebook at approximately \$65.5 billion. IPG engaged in this sale below market price and, upon information and belief, prematurely. Later in 2011, transactions in the secondary market valued Facebook at between \$82.25 and \$83.5 billion. Industry analysts had then opined that Facebook's initial public offering (the "IPO") would value the company at, or about, \$100 billion. The IPO occurred on May 18, 2012 and valued Facebook at \$104 billion. Upon information and belief, IPG sold its remaining stake in Facebook in connection with that IPO for approximately \$249 million. Thus, the value, or the realized gain, conferred on IPG by the insight, actions and persistence of Ray Volpe exceeds \$380 million and is most likely in the range of \$400-435 million. Yet he has been paid nothing for these efforts.

8. In late 2011, at the request of IPG, Volpe terminated his employment relationship with IPG. The parties came to a resolution with respect to all outstanding issues except Facebook, about which they agreed to disagree.

9. Volpe is incontestably entitled to his share of the upside on the sale by IPG of its Facebook shares.

10. IPG was very resistant to investing in Facebook, and only did so reluctantly, on the condition that Mr. Volpe and Howard Draft provide a \$10 million dollar performance guarantee.

11. In or about June, 16, 2006, Volpe and Draft struck a deal with IPG whereby they agreed to take on the risk, or the “downside” of the guarantee, in exchange for IPG’s agreement that Volpe and Draft would receive the “upside”-- any gain realized from IPG’s sale of the Facebook stock that IPG would be acquiring pursuant to the deal (the “Agreement”). Volpe fully performed his side of the bargain, personally and solely making good on the \$10 million performance guarantee.

12. In August, 2011, IPG sold one half of its approximate 0.5% interest in Facebook for \$133.5 million, for a realized gain of 132.25 million.. Upon information and belief, IPG sold the other one half of its interest in Facebook on May 18, 2012 at the IPO valuation of \$104 billion for \$249,600,000, for a realized gain of approximately \$248,350,000. Despite repeated demands, IPG has failed and refused to acknowledge Mr. Volpe’s entitlement under the Agreement or to pay Volpe any of the money due him (i.e. IPG’s realized gains from its sale of its Facebook stock.)

13. In this action, Plaintiff seeks damages for breach of contract, breach of fiduciary duty, declaratory judgment, and, in the alternative, for equitable relief seeking to recover the money owed to him pursuant to the Agreement.

PARTIES

14. Plaintiff Ray Volpe is, and was at all times relevant hereto, an individual residing at 530 East 86th Street, New York, New York, 10028. Mr. Volpe is a creative and highly regarded professional in the field of sports and entertainment marketing, sponsorship and advertising. Mr. Volpe has enjoyed a long and distinguished career which includes his being a marketing executive with the NHL. Between 1975 and 1982, he was Commissioner of the Ladies Professional Golfers Association, during which time the reputation of the association was greatly enhanced. He is also responsible for many other successful projects such as the ESPN Espy Awards and the MTV Video Music Awards. At all times relevant to this Complaint, Volpe was the Chief Executive Officer (“CEO”) of Kaleidoscope Sports and Entertainment, an IPG company that owns GMR* Works, a sponsorship and promotions agency dedicated exclusively to General Motors.

15. Defendant, the Interpublic Group of Companies, Inc. (“IPG”), is a Delaware corporation with its principal place of business located at 1114 Avenue of the Americas, New York, New York 10036. IPG is one of the “big four” global advertising and marketing companies. IPG’s subsidiaries specialize in consumer advertising, interactive marketing, media planning and buying, and public relations.

JURISDICTION AND VENUE

16. This Court has jurisdiction over this action, pursuant to Sections 301 and 302 of New York's Civil Practice Law and Rules (the "CPLR").

17. Venue is proper in the County of New York, pursuant to CPLR §503(a) and (c) because each party resides, and/ or conducts business, in this jurisdiction and because the events giving rise to Plaintiff's claims occurred, in large part, in this district.

FACTS OF THE CASE

18. Plaintiff is a well-known and well respected advertising professional with many years in the business. Until 2011, Mr. Volpe ran an advertising agency under the IPG umbrella called Kaleidoscope Sports and Entertainment LLC ("Kaleidoscope"). He also ran an entity within IPG called "General Motors R*Works" and oversaw a staff of twenty (20) or more.

19. In early 2006, Mr. Volpe brought to IPG the idea of investing in, and forming a strategic alliance with, Facebook. At that time, Facebook was seeking to raise \$10 million in four (4) \$2.5 million tranches. The offering was oversubscribed. Mr. Volpe asked executives at Facebook what it would take to jump ahead of the other wannabe investors in order to acquire the last \$2.5 million tranche. He was advised that if he guaranteed \$10 million of advertising sales (including sponsorships) revenue, he would jump to the front of the line.

20. Mr. Volpe built a relationship with Facebook, convinced Facebook of the value of forming a strategic alliance with IPG, and, unrelated to his regular employment responsibilities, secured an investment opportunity for IPG that would otherwise have been unavailable to IPG.

21. In the spring of 2006 when Mr. Volpe made his original presentation to IPG executives regarding Facebook, he made it clear that he did not need IPG's money to invest in Facebook, that he had personal and outside financing himself, and was prepared to invest in

Facebook on his own, and, in fact, could have taken the investment to an outside party. However, given his employment with IPG, he thought it prudent to bring this opportunity first to it. This was particularly true since Volpe believed, in visionary fashion, that Facebook had virtually unlimited potential and that a strategic alliance with Facebook whereby IPG became its worldwide advertising and sponsorship representative would position IPG for exceptional growth for decades.

22. There was considerable pushback from IPG on this investment idea, particularly from the media group and from IPG's CEO, Michael Roth. Faced with strong skepticism and resistance, Volpe had to convince them that it was a good investment. In a May 15, 2006 e-mail from Mark Dowley (of the media group) to, among others, Mark Rosenthal and Jon Burleigh, Mr. Dowley wrote "...it is our collective recommendation not to proceed with Facebook under the current circumstances." In the same e-mail Mr. Dowley opined that "[t]he Facebook model, in our opinion, does not possess the necessary financial metrics for a positive return to IPG."

23. Mr. Roth, in particular, did not believe in Facebook, and advised Chris Kelly and Mike Murphy of Facebook, in words or substance, that Facebook was worth nothing and that Ray Volpe was out of his mind for advocating that IPG make the investment.

24. Chiefly because of the media group's hostility, Roth and the other senior managers of IPG were deeply skeptical of forming a strategic alliance with, or making an equity investment in, Facebook. Without any internal support, Volpe was forced to enlist the assistance of an industry titan who also worked for IPG, Howard Draft.

25. In or about March, 2006, Draft and Volpe formed a joint venture which they named FB Collaborative ("fbc"). Volpe assumed all financial and operating responsibilities for

this entity, and he and Draft agreed to split the economics of any deal with IPG regarding Facebook 50/50 (both the downside and any upside) with the understanding that Volpe and his agency would have to do all the legwork for the project.

26. Before accepting personal responsibility for the \$10 million commitment, Volpe insisted on meeting personally with IPG's chief financial officer, Frank Mergenthaler, which meeting was also attended, in part, by Roth. The purposes of the meeting were: (1) to decide whether to do the Facebook investment; and (2) if they decided to go ahead with the investment, who would be responsible for the \$10 million performance guarantee. In the presence of Roth, Mergenthaler confirmed that because Volpe, personally, (and Draft, at the time) were being asked to assume the downside risk, it was only fair that Volpe receive the upside, in cash, when IPG sold the Facebook stock at a profit, whether or not Volpe was still employed at IPG.

27. The terms of the agreement between Volpe and IPG provided that in consideration for Volpe (and, initially, Draft) assuming personal responsibility for the \$10 million performance guarantee, IPG agreed to pay Volpe (and, initially, Draft), in cash, the "upside" - - meaning the realized gains - - in the event the guarantee was satisfied and IPG's equity investment in Facebook resulted in realized gains to IPG (the "Agreement" or the "Facebook deal").

28. IPG's CEO, Michael Roth confirmed the Agreement in an e-mail to Volpe on June 14, 2006, wherein he advised him that he had approved IPG's acquisition of stock in Facebook "based on Volpe['s] and Howard [Draft's] commitment on the \$10 million".

29. On or about June 18, 2006, on the basis of this understanding, Facebook and IPG entered into a Strategic Alliance, IPG signed a Stock Purchase Agreement ("SPA") with

Facebook whereby it purchased 108,821 Series C preferred shares in Facebook equity for approximately \$2.5 million, and Volpe assumed personal responsibility for the \$10 million guarantee over eighteen months in return for IPG's promise to pay him the "upside," or realized gain from the sale of the Facebook stock. The equity investment gave IPG an approximate 0.48% interest in the capital stock of Facebook on a fully diluted basis.

30. Numerous subsequent emails from Volpe to Messrs. Roth, Burleigh and Mergenthaler confirm the Agreement including the following:

- i. September 5, 2006- Mr. Volpe wrote that "as discussed in a meeting with Frank Mergenthaler, since we assumed the "downside" of the deal, it was only right that we be rewarded with the "upside" of the fb deal";
- ii. November 15, 2007- "I made the guarantee with the understanding of my... assumption of the \$10 Mil. risk/reward Why would I guarantee the down-side without the upside was my question of Mergenthaler? Who confirmed; "You're right, upside goes with down-side risk!" I was then informed standard operating policy dictates IPG operating companies keep the upside incentive in return for assuming the down-side risks WHICH WAS OUR AGREEMENT."(emphasis added)
- iii. February 19, 2007- "Something you should be aware of is my agreement with Frank M. who should recall our contract; When I requested relief from the \$10 mil. performance guarantee, Frank advised that could not be done... When I explained I did not make that agreement, but I would accept those terms as long as I keep the "upside"...for he [Frank] had to realize I would never accept--nor is it right-- for me to assume all of the downside without corresponding entitlement to the upside. FRANK AGREED." (emphasis added)

- iv. August 28, 2006 [to Suzanne Welling]- “Also to connect all dots, you will recall, Frank Mergenthaler, in my last meeting with him, agreed that the “upside should be ours but did not agree to remove ‘06 MICP incentive constraints...Now that fb has agreed with Howard and me to “reduce/remove” [‘06, \$3.0 mil] delivery from our contract, we are perfectly positioned to keep upside and accept downside...as Frank and I agreed to in last meeting.”
- v. July 10, 2006 [to Hamid Mohyi]- “I thought we had these discussions prior, but the part about us guaranteeing th (sic) fb deal without “ownership” of all revenues is idiotic...I would never agree to what seems to be a lopsided investment: we take risk, IPG keeps profit? BTW: I told IPG I could finance this acquisition without IPG and KSE would work for commissions without IPG ownership or investm{nt}”.(sic).
- vi. September 5, 2006- “...IPG did agree for “fbc’ to keep upside of investment dollar return...if any.’ In other words, since we assumed the “downside” of the deal as structured originally, it was only right that we be rewarded with the “upside” of the fb deal...”
- vii. December 20, 2006- “Also, I refer you to earlier correspondence re: if we accept risk responsibilities we also assume upside returns.”
- viii. March 28, 2007-Meeting with Mergenthaler Agenda wherein Mr. Volpe refers to “facebook upside” as belonging to Kaleidoscope (i.e. Mr. Volpe’s company).

31. This Agreement was also confirmed in a June 28, 2010 memorandum from Suzanne Welling to Laurence Boschetto, two of Draft’s financial executives, which

memorializes the deal and confirms Mr. Volpe's assertions that he owned the "upside" of any realized gains on the sale of the stock:

Draftfcb/Kaleidoscope "owned" the \$10.0 million commitment to Facebook for the advertising spend. We understood that if we did not fulfill this commitment, incentives would suffer. This was a significant risk we took without hesitation. This further demonstrated our belief in the importance of this strategic investment. So much so that in an email dated September 8, 2006 from Ray Volpe to Jon Burleigh and Frank Mergenthaler, Ray stated that as discussed in a meeting with Frank Mergenthaler since we assumed the "downside" of the deal, it was only right that we be rewarded for the "upside" of the Facebook deal. It was always discussed that the upside was based on any realized gains for the sale of the stock.

32. In response to these emails, there is not a single communication from IPG denying the existence of the deal described by Mr. Volpe. No one at IPG ever told Mr. Volpe that he was mistaken or confused or that, contrary to his explicit statements, he did not own the "upside" of the Facebook investment.

33. Identifying the Facebook investment and guaranteeing its downside were not part of Mr. Volpe's job. It was not his job, or anyone else's at IPG, to personally guarantee advertising and sponsorship revenue. His job was to service GM, nothing more, nothing less. Mr. Volpe has not received any compensation - - either by way of salary, bonus, or other payment - - on account of the Facebook investment or the Agreement.

34. In August, 2006, Facebook, entered into a deal with Microsoft pursuant to which Microsoft would be the exclusive seller and provider of banner advertising and sponsored links for Facebook. This greatly changed the economics of the strategic alliance for IPG, because it essentially relegated IPG to meeting its \$10 million revenue commitment through advertising

sponsorships, promotional events and joint ventures. Nevertheless, due solely to the efforts of, Ray Volpe, IPG was able to renegotiate and, as renegotiated, satisfy the \$10 million guarantee in a timely fashion.

35. Volpe fulfilled his \$10 million guarantee by delivering Barnes and Noble, Broadbent Entertainment, and ESPN, as a major media partner, which were not IPG clients - - but his personal contacts. He also brought a prospective acquisition partner to the table. In addition, he secured exclusive Canadian rights to Facebook for Robe Segal & Co.

36. By virtue of the role Volpe played, and because Draft gave up his role and responsibility regarding fbc after the Microsoft announcement, Volpe became legally entitled to receive personally, as the project's upside, any gain realized on the stock IPG acquired from Facebook.

37. As a result of his extraordinary efforts to fulfill the \$10 million guarantee, that were neither supported by any IPG-Client nor by IPG operating company, Volpe was able to persuade Facebook to agree to a new contract removing IPG's \$10.0 million liability.

38. In January 2007, when bonuses for 2006 were being calculated, the value of the Facebook stock was not included in the bonus calculations for Volpe or his company, in keeping with the agreement that the Facebook agreement was a separate and independent deal between Volpe and IPG having nothing to do with his employment with IPG.

39. IPG did not envision Facebook's potential globally and consequently, did not support Facebook's marketing efforts at all. Facebook essentially "fired" IPG for failing to support it, as originally promised. As a result, IPG lost worldwide sponsorship and advertising rights (and billions of dollars' worth of revenues) to one of the biggest, most successful, clients in the world.

40. On or about August 15, 2011, IPG sold one half of its 0.48% stake in Facebook on the secondary market for \$133.5 million. IPG's sale valued Facebook at approximately \$65.50 billion. As of September 27, 2011 sales of Facebook on the secondary market valued Facebook at \$82.25 billion. At, or around the end of the year, the secondary market valued Facebook at \$83.5 billion. If IPG had waited and sold this stock on May 18, 2012, when the well-publicized initial public offering ("IPO") of Facebook took place, as it should have, when Facebook was valued at \$104 billion, the realized gain could have been as high as \$295,578,947 (representing the high price of \$45 per share on May 18, 2012). Instead, in order to bolster IPG's earnings for the quarter ending September 2011, and, upon information and belief, to benefit the compensation packages of IPG executives like Roth, IPG sold half of its holding in Facebook at an under market price, and prematurely.

41. Upon information and belief, IPG sold the remaining one half of its 0.48% stake in Facebook on May 18, 2012, for approximately \$249,600,000, for a realized gain of approximately \$248,350,000. The realized value conferred on IPG by the insights, actions and persistence of Ray Volpe in sourcing, procuring and securing and personally guaranteeing the Facebook deal exceeds \$380,600,000. Yet, he has been paid nothing for his work.

42. In late, 2011, at the request of IPG, Volpe entered into an agreement with IPG whereby he terminated his employment with an IPG company. Pursuant to that agreement the parties came to a resolution of all material issues between them with the exception of Facebook.

43. Although Mr. Volpe had an Employment Agreement with IPG, dated March 1, 2000 (the "Employment Agreement"), this agreement does not govern this dispute because the Facebook deal was not part of Mr. Volpe's employment at IPG. The March 2000 Employment Agreement obligated Volpe to assume chief executive officer responsibilities for Kaleidoscope

and later for General Motors R*Works. This agreement in no way governed Mr. Volpe's independent agreement to satisfy a \$10 million revenue guarantee to secure the Facebook deal in exchange for his receipt of the "upside" of that investment

44. Further evidence of the fact that Mr. Volpe's Facebook deal was a separate agreement with IPG is that when bonuses for 2006 were determined by IPG in early 2007, and in all subsequent years of his employment, the value of the Facebook stock was not included in calculating his or his group's bonuses. In fact, by words and actions, IPG repeatedly told Mr. Volpe that Facebook was not part of his job. Each year Volpe was instructed to remove any mention of Facebook from his bonus calculations or list of accomplishments.

45. In or about June, 2008, Mr. Volpe was induced by IPG representative, Tim Sompolski to sign a "Fourth Supplemental Employment Agreement" ("FSEA") on the representation that the sole purpose of the FSEA was to preserve tax effects for the company of certain retirement benefits for which Volpe qualified. Volpe specifically asked him if the FSEA would change or effect in any way his agreement with IPG on the Facebook shares. Sompolski plainly and unequivocally represented that the FSEA had nothing whatsoever to do with Facebook and would not affect Volpe's rights or interests with respect to Facebook. Volpe signed the FSEA in reliance on Sompolski's representations. The FSEA does not, in fact, mention Facebook and does not affect Volpe's rights or interest with respect to Facebook.

46. Despite the clear representation of its agent to the contrary, IPG has taken the position that Volpe signed away all benefits he was entitled to under his Facebook Agreement when he signed the FSEA. Volpe denies that he waived any rights or forfeited any claims to Facebook under the FSEA.

47. Contrary to IPG's express promises, Mr. Volpe has not received any payment as a result of his identifying and securing the Facebook opportunity and, subsequently, personally guaranteeing and satisfying the revenue guarantee.

48. In the alternative, if a fact finder should disagree with Plaintiff's position that he had an independent agreement entitling him to the "upside" of the Facebook deal as described herein, and instead determine that Mr. Volpe's deal with IPG was governed by his Employment Agreement, then he is still entitled to the "upside" of the deal. Under ¶ 6.04 of the Employment Agreement, Volpe was accorded the contractual right to participate in "such other employee benefits as are available from time to time to the Corporation's employees of similar status and position as Executive in accordance with the then-current terms and conditions established by the Corporation for eligibility."

49. Additionally, IPG had a well-established policy under which senior employees were entitled to a cash payout of at least 20% of net income for any business opportunity brought to IPG by such employees. This policy alone entitles Volpe to at least 20% of the gains realized by IPG from the sale of any and all of its Facebook shares.

FIRST CAUSE OF ACTION

(Breach of Contract)

50. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 49, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

51. The Agreement between Mr. Volpe and IPG - - that in return for Mr. Volpe's personally assuming the \$10 million guarantee, he would receive any gain realized upon sale of IPG's Facebook stock - - is a binding contract. This Agreement entitles Mr. Volpe to, at least, \$380 million, representing the \$132,250,000 gain that was realized from the August 2011 sale of

Facebook shares, and the \$248,350,000 gain that was realized from the sale of shares after the IPO (assuming a \$104 billion valuation).

52. Mr. Volpe fully performed his obligations under the Agreement by personally fulfilling the \$10 million personal guarantee, as detailed herein.

53. IPG has breached the Agreement by refusing and failing to acknowledge its obligation to pay, or to pay, Mr. Volpe any of the money he is owed.

WHEREFORE, Volpe demands judgment in his favor and against IPG for compensatory damages in an exact amount to be proven at trial, but in no event less than \$380,600,000, together with interest, the costs, including reasonable attorneys' fees, incurred in bringing this action, and such other and further relief as this Court deems just and proper.

SECOND CAUSE OF ACTION

(Breach of Fiduciary Duty)

54. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 53, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

55. Volpe was a shareholder of IPG, and IPG acted as Volpe's agent and owed Volpe a fiduciary duty with respect to the retention and sale of any shares of preferred Facebook stock held by IPG in which Volpe had a financial interest.

56. IPG's fiduciary duty required that, if it determined to sell any shares of Facebook that it do so at a time and in a manner so as to maximize the price it obtained for such shares. The anticipated date of the Facebook IPO and its expected valuation was widely known and should have been heeded by IPG in determining when and at what price to sell its Facebook shares.

57. Upon information and belief, Mr. Roth's rationale for the August 2011 premature sale of one-half of IPG's Facebook holdings can be gleaned from IPG's financial reports. As reported in the company's 10-Q for the period ending September 30, 2011, the sale of the Facebook holding in August 2011 resulted in a pre-tax gain to IPG of \$132.2 million. Upon information and belief, this income accounted for 48.4% of IPG's Net Income, and allowed it to declare dividends per common share for the quarter of 18 cents (compared to no dividend for the previous quarter). This windfall inured to Mr. Roth's benefit in terms of a greatly enhanced 2011 compensation package.

58. Upon information and belief, IPG willfully and intentionally breached its fiduciary duty by failing properly to acknowledge and protect Mr. Volpe's interest in the Facebook investment and by selling the shares prematurely at an undervalued price, in order to benefit itself and in complete disregard of the interests of Mr. Volpe.

59. IPG's actions as described were gross, morally reprehensible, wantonly dishonest, and in reckless disregard of Mr. Volpe's rights and best interests.

60. As a direct and proximate result of Defendant's actions, Plaintiff has suffered damages in an amount equal to the difference between the value of the shares when sold prematurely and the value of the shares if sold at the IPO valuation date.

WHEREFORE, Mr. Volpe respectfully demands judgment against IPG for compensatory and punitive damages in an amount to be determined at trial, but in no event less than \$125,000,000, the costs and disbursements of this action, including his reasonable attorneys' fees, interest, and any such other and further relief as this Court deems just, fair, and proper.

THIRD CAUSE OF ACTION

(Promissory Estoppel)

61. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 60, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

62. IPG made a clear and unambiguous promise to Volpe that, in return for his taking on the personal responsibility for the \$10 million guarantee, Volpe would have the benefit of any gain realized on the sale of the stock IPG acquired from Facebook.

63. Volpe reasonably and foreseeably relied on that promise, assumed personal responsibility for fulfilling the guarantee and worked tirelessly to make the Facebook strategic alliance a success.

64. Volpe has been injured by IPG's failure to acknowledge and fulfill its promises.

65. To date, IPG realized a gain of \$132,250,000 on the sale of one half of its 0.48 percent stake in Facebook. Upon information and belief, IPG sold the remaining shares on or about May 18, 2012, for a realized gain of approximately \$248,350,000.

66. It would be unjust, unreasonable and unconscionable for IPG not to fulfill its obligations under the Agreement, and to retain the money promised and owed to Plaintiff.

WHEREFORE, Volpe demands judgment in his favor and against IPG for compensatory damages in an exact amount to be determined at trial, but in no event less than \$380,600,000, together with interest, the costs, including reasonable attorneys' fees, incurred in bringing this action, and such other and further relief as this Court deems just and proper.

FOURTH CAUSE OF ACTION

(Breach of Contract Implied- in- Fact)

67. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 66, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

68. At all relevant times, standard operating policy and procedure at IPG was that where an operating company assumed the down-side risk of a project, it was awarded the upside benefit of the project.

69. Volpe reasonably relied on this policy in agreeing to assume personal liability for the guarantee.

70. In spite of this, despite demand, IPG has failed to pay Volpe anything whatsoever in connection with his being the architect of the IPG's investment in Facebook .

71. IPG, without cause, unlawfully breached its implied-in-fact contract with Volpe by failing to pay him under the terms of the Agreement.

72. As a direct consequence, IPG has caused Volpe to suffer damages.

WHEREFORE, Volpe demands judgment in his favor and against IPG for compensatory damages in an exact amount to be determined at trial, but in no event less than \$380,600,000, together with interest, the costs, including reasonable attorneys' fees, incurred in bringing this action, and such other and further relief as this Court deems just and proper.

FIFTH CAUSE OF ACTION

(Unjust Enrichment)

(In the Alternative to Breach of Contract)

73. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 72, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

74. The efforts of Mr. Volpe in securing the Facebook deal and in working tirelessly to fulfill his obligations, as set forth herein, have generated profits for IPG in a pre-tax gain of approximately \$380 million to date. Mr. Volpe undertook to fulfill the obligations under the Facebook Agreement only after IPG expressly promised to pay him the gain realized by the sale of the Facebook shares.

75. IPG accepted and benefitted from Mr. Volpe's work, Mr. Volpe fully expected to be compensated as agreed, and IPG is aware of this fact.

76. IPG has reneged on the Agreement it made with Mr. Volpe, has usurped the profits promised to him, and in so doing has reaped an enormous windfall.

77. In spite of the foregoing, IPG has failed and refused to pay Mr. Volpe any of the money he is due.

78. IPG would be unjustly enriched if it were permitted to retain the benefit of the "upside" of the Facebook deal which resulted solely from Mr. Volpe's extra work. Equity demands that IPG be disgorged of its ill-gotten gains and that all profits from the sale of Facebook shares be set aside in a constructive trust for the benefit of the Plaintiff.

WHEREFORE, Plaintiff respectfully demands the equitable remedy of a constructive trust for the benefit of the plaintiff in an amount to be determined at an immediate evidentiary hearing and/or trial or, in the alternative, for judgment against defendant in an exact amount to be

proven at trial, but in no event less than \$380,600,000, together with interest, the costs, including reasonable attorneys' fees, incurred in bringing this action, and such other and further relief as this Court deems just and proper.

SIXTH CAUSE OF ACTION

(Declaratory Judgment)

79. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 78, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

80. Pursuant to the independent Agreement with IPG, Volpe is entitled to be paid the profits from IPG's sale of the Facebook stock. As set forth herein, Mr. Volpe has fully met his obligations under the Agreement.

81. IPG has refused to acknowledge Mr. Volpe's rights to compensation pursuant to the Agreement.

WHEREFORE, Volpe seeks a judgment declaring that: The Agreement between Mr. Volpe and IPG is a valid contract pursuant to which Volpe has the right to receive from IPG all profit or realized gain on the stock IPG acquired as part of the Facebook deal which IPG has already sold, or will sell, and in addition, all costs, expenses, and attorneys' fees incurred to obtain this Declaratory Judgment and any other monetary, equitable, or declaratory relief that this Court deems just and proper.

SEVENTH CAUSE OF ACTION

(Breach of Employment Agreement)

82. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 81, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

83. As set forth in the preceding paragraphs, Mr. Volpe made an independent Agreement with IPG whereby he personally guaranteed IPG's investment in Facebook only after IPG agreed to give him the upside of any gains from sale of the shares. In the event that this Court determines that Mr. Volpe did not have a separate agreement with IPG pursuant to which he is entitled to the profits from the sale of the Facebook shares, but that his work on the Facebook deal was part of his employment at IPG, then Mr. Volpe is entitled to be paid according to the Agreement, as an employment benefit within the meaning of Paragraph 6.04 of the March 2000 Employment Agreement.

84. If the Court determines that Mr. Volpe's Agreement was not an employee benefit pursuant to Paragraph 6.04, then Mr. Volpe is alternatively entitled to be paid according to well-established IPG policy. This policy entitles senior employees to a cash payout of at least 20% of net income for any business opportunity brought to IPG by such employees.

85. In the event that the Court should determine that Mr. Volpe's claim falls within the purview of his employment with IPG such that it is governed by the March, 2000 Employment Agreement, then pursuant to Article X ¶ 10.01 of the Employment Agreement the claim for the "upside" of the gains from the sale of the Facebook shares is subject to Arbitration. In that event, the matter should be immediately referred to Arbitration.

WHEREFORE, Plaintiff respectfully requests that, in the event that it determines that this dispute is governed by the Employment Agreement, the Court direct that this matter be referred to arbitration.

EIGHTH CAUSE OF ACTION

(New York Labor Law)

86. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 85, inclusive, of this Complaint, verbatim and at length, as if fully set forth herein.

87. In the alternative, should this Court determine that the compensation due Mr. Volpe according to the terms of the Agreement was a benefit under his Employment Agreement or was due him as part of IPG's long standing policy as alleged above, then the money due constitutes wages under §190 of the New York Labor Law.

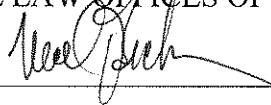
88. IPG's failure and refusal to pay Volpe the money due him for his work on the Facebook deal constitutes a willful failure to pay wages.

WHEREFORE, Volpe demands judgment in his favor against IPG for compensatory damages in an amount to be determined at trial, but in no event less than \$380,600,000, for statutory liquidated damages under § 198 of the New York Labor Law equal to 25% of the total amount of unpaid wages, together with interest, the costs, including reasonable attorneys' fees incurred in bringing this action, and such other and further relief as this Court deems just and proper.

JURY DEMAND

PLEASE TAKE NOTICE, that Plaintiff demands that this action be tried before a jury.

THE LAW OFFICES OF NEAL BRICKMAN, P.C.

By:  _____

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