

KLUGER HEALEY, LLC

219 Broad Street

Red Bank, New Jersey 07701

T: (732) 852-7500

F: (888) 635-1653

Attorneys for Plaintiff Booz Allen Hamilton Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

BOOZ ALLEN HAMILTON INC.

Plaintiff,

v.

CARY HARR, MARIA-VICTORIA
VELUZ, JEFFREY BIRCH, TONY
DEMARINIS, JOSHUA
HAIMS, DANIEL HELFRICH, and
DELOITTE CONSULTING LLP

Defendants.

Civil Action No. 3:13-cv-01460-PGS-DEA

AMENDED COMPLAINT

Plaintiff Booz Allen Hamilton Inc. (“Booz Allen”), through its undersigned counsel, states and alleges as follows:

NATURE OF THE CASE

1. This action arises out of Defendants’ unlawful interference with Booz Allen’s business through their improper inducement of a critical group of Booz Allen employees to leave Booz Allen and join its competitor Deloitte Consulting LLP (“Deloitte”). Defendants effected what they described as a “lift out” of Booz Allen’s Instructional Development and Immersive Learning Team (“Booz Allen IDIL Team”) by unlawfully soliciting, taking, and receiving

proprietary and confidential Booz Allen information, and by improperly utilizing that information to recruit Booz Allen employees and target Booz Allen's existing and prospective contracts and clients. A critical component of the illegal plan was to "make sure the work can follow the people once they are lifted out"; once the plan had been consummated, Deloitte gloated that "[e]ffectively, we've hired away their entire immersive learning/gaming/simulation practice...Woot!"

2. Defendant Deloitte perpetrated this wrongful scheme through the actions of its individual employees, including Defendants Joshua Haims ("Haims"), Daniel Helfrich ("Helfrich"), Tony Demarinis ("Demarinis"), and Jeffrey Birch ("Birch") (collectively, "Deloitte Defendants"). The Deloitte Defendants acted in concert with former Booz Allen employees Cary Harr ("Harr") and Maria-Victoria Veluz ("Veluz"), who engaged in this illegal conduct while they were still employed by Booz Allen. Harr and Veluz misappropriated and disclosed to the Deloitte Defendants trade secrets and highly confidential and proprietary information belonging to Booz Allen ("Booz Allen Information") in order to facilitate the surreptitious recruitment of eight other Booz Allen IDIL Team members (the "Former Booz Allen Employees") and, later, the targeting of Booz Allen contracts and customers. Defendants Harr and Veluz took these actions even though they owed a duty of loyalty to Booz Allen and despite having executed substantially identical "Agreements Concerning Proprietary Information and Intellectual Property" with Booz Allen ("Confidentiality Agreements") prohibiting such conduct.

3. The Deloitte Defendants, for their part, maliciously interfered with Booz Allen's business relationships with its clients and employees by conspiring with Harr and Veluz to wrongfully solicit the Booz Allen IDIL Team members to join Deloitte; by inducing Harr and Veluz to provide confidential and proprietary Booz Allen information to Deloitte; and by

knowingly misusing that information to entice away the Former Booz Allen Employees and target Booz Allen's existing and prospective contracts and clients.

4. The information wrongfully obtained by the Deloitte Defendants included, but was not limited to: the salaries, roles, and security clearances of the Booz Allen IDIL Team; revenue projections and analyses of near-term Booz Allen contracts; a playable demonstration of a simulation that was still in development by Booz Allen; and screenshots and videos of work performed by Booz Allen for its clients. The Deloitte Defendants planned to use this proprietary and confidential information not just to "lift out" the Booz Allen IDIL Team, but also to market the Team's capabilities once they arrived at Deloitte and to deprive Booz Allen of its ability to compete for work it anticipated it would secure.

5. Indeed, the specific aim of Defendants' scheme was to cause a mass resignation of the Booz Allen IDIL Team in order to cripple Booz Allen and prevent Booz Allen from performing work for its current and prospective clients. As a result of Defendants' unlawful acts, all of the Former Booz Allen Employees resigned from their Booz Allen employment effective on or around June 25, 2012, and soon thereafter began working for Deloitte.

6. As a result of Defendants' tortious conduct, Booz Allen suffered substantial damage to its business. Among other harms, Booz Allen was forced to delay the delivery of certain projects, thereby damaging important business relationships, and had to devote significant and unexpected resources to complete existing projects. In addition, Booz Allen was forced to expend substantial time and money recruiting and training replacements to re-staff the Booz Allen IDIL Team. Booz Allen therefore suffered, and will continue to suffer, harm from the disclosure of its confidential and proprietary information and Defendants' tortious interference with its contracts and economic advantage.

Parties

7. Plaintiff Booz Allen is a Delaware corporation with its principal place of business at 8283 Greensboro Drive, McLean, Virginia, 22102.

8. Defendant Harr is a former employee of Booz Allen and currently resides at 33 Cloverdale Road in Barnegat, New Jersey.

9. Defendant Veluz is a former employee of Booz Allen and currently resides at 364 Westwood Ave., Apt. 68, Long Branch, New Jersey, 07704.

10. Defendant Birch is a Senior Manager at Deloitte and currently resides at 9205 Cypress Ave, Bethesda, Maryland, 20814.

11. Defendant Demarinis is a former Booz Allen Principal and currently a Director at Deloitte, and currently resides at 8428 Magruder Mill Court, Bethesda, Maryland, 20817.

12. Defendant Haims is a Principal in the Human Capital Practice of Deloitte and currently resides at 123 East Moreland Avenue, Philadelphia, Pennsylvania, 19118.

13. Defendant Helfrich is a Principal in the Human Capital Practice of Deloitte and currently resides at 1322 Kurtz Rd, McLean, Virginia, 22101.

14. Deloitte is a Delaware corporation with its principal place of business at 1633 Broadway, New York, NY, 10019.

Jurisdiction and Venue

15. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367 because this action arises under the laws of the United States.

16. Venue is appropriate in this district pursuant to 28 U.S.C. § 1391 because (i) Harr and Veluz reside in New Jersey, (ii) Deloitte does business in New Jersey, (iii) the individual Deloitte Defendants engaged in misconduct the effects of which occurred in New Jersey, and (iv) the events giving rise to Booz Allen's claims occurred in this district.

17. Personal jurisdiction over Harr and Veluz is proper in this district because they both reside and work in this district, and because Harr and Veluz committed unlawful acts within New Jersey.

18. Personal jurisdiction over Deloitte is proper in this district because this action arises from acts that Deloitte's employees and agents committed within New Jersey or purposefully directed toward that state.

19. Personal jurisdiction over the individual Deloitte Defendants is proper in this district because this action arises from acts each Defendant committed within New Jersey or purposefully directed toward that state.

The Red Bank Lab

20. Booz Allen is a global company involved in management consulting, technology, engineering, and analytics for government agencies, commercial customers, and nonprofit organizations.

21. A significant component of Booz Allen's business is its Human Capital, Learning, and Communications Team, which specializes in helping private and government clients enhance workforce performance and mission effectiveness. Each segment within this team focuses on a different type of client solution or set of solutions. For example, the Human Capital segment assists clients in planning for, building, and managing strong and productive labor forces through human capital expertise and the strategic integration of talent, structures, processes, and technology. Within the Learning segment, Booz Allen incorporates training, education, and performance capabilities into its client solutions in connection with helping clients increase workforce performance. In the Communications segment, Booz Allen helps clients identify the current state of their organization or industry, address their information needs, and develop and implement strategies, initiatives, and programs to achieve communication goals.

22. The Instructional Development and Immersive Learning Capability (the “IDIL Capability”) is an essential element of the Human Capital, Learning, and Communications Team. The IDIL Capability allows Booz Allen to produce for its clients sophisticated 3D models, animations, interactive simulations, games, and videos that are used for various purposes, including training, education, and performance support. Booz Allen has spent a significant amount of time and money developing the IDIL Capability, investing in hardware, software, and facilities, and training the employees supporting the IDIL Capability.

23. To further grow the IDIL Capability, Booz Allen opened the Red Bank Lab where Harr, Veluz, and the Former Booz Allen Employees worked. Harr, Veluz, and the Former Booz Allen Employees included 3D modelers, mobile and video developers, animators, programmers, and multimedia artists, and comprised the Booz Allen IDIL Team. While employed at Booz Allen, Harr, Veluz, and the Former Booz Allen Employees created confidential and proprietary video, audio, web-based, and software-based instructional tools, instructional simulator games, mobile and 3D developments, and immersive learning programs for some of Booz Allen’s most important clients, such as the U.S. Departments of Labor, Commerce and Army, to assist those clients in training and educating their workforces and in enhancing workplace performance.

24. Because the Red Bank Lab is a critical component of the IDIL Capability, Booz Allen has invested substantial money, effort, and resources in the Red Bank Lab, including for the recruitment and development of a highly-skilled employee base. Since moving to the Red Bank location in 2010, Booz Allen has invested in cutting-edge software and hardware for the laboratory and has provided Red Bank employees with subscriptions to online training websites and attendance at major training conferences and trade shows. Booz Allen also provided

Defendants Harr and Veluz and the Former Booz Allen Employees tuition reimbursement for training and skill enhancement.

25. This significant investment, together with Booz Allen's focus on developing its trade secrets and confidential and proprietary information, gives Booz Allen a substantial advantage in the highly competitive instructional development and immersive learning market, as well as in other markets involving 3D-modeling and video animation. Because of Booz Allen's leading role in these markets, Booz Allen's employees and confidential and proprietary information are highly valuable to Booz Allen's competitors.

Defendant Harr's Employment with Booz Allen

26. Booz Allen employed Defendant Harr from July 6, 2004 to May 31, 2012, as a member of the Booz Allen IDIL Team and the Red Bank Lab. Harr was team leader for the Booz Allen IDIL Team and had certain managerial responsibilities related to the Former Booz Allen Employees, but he did not have any direct responsibilities regarding the Former Booz Allen Employees' compensation, nor was he authorized to access such confidential information. Harr also engaged in instructional creation and programming for the Booz Allen IDIL Team. Booz Allen employed Harr in a position of great trust and confidence that required him to provide Booz Allen with his utmost loyalty and faithful service.

27. Because of Booz Allen's legitimate interest in protecting its confidential and proprietary information, as well as the sensitive nature of Harr's and the Booz Allen IDIL Team's work, Booz Allen and Harr executed the Harr Confidentiality Agreement at the commencement of Harr's employment with Booz Allen.

28. Pursuant to the Harr Confidentiality Agreement, Harr agreed that it is crucial for Booz Allen to ensure the security of its proprietary and confidential information and, accordingly, that Harr would not use or disclose the proprietary and confidential information of

Booz Allen and its clients, contractors, or business associates. Specifically, Harr agreed as follows:

“I understand that Booz Allen Hamilton Inc. (“Booz Allen”), in the conduct of its business, must ensure the security of technical, business, financial, and other information that relates to Booz Allen, its clients, contractors, business associates, and employees. Such information (“Proprietary Information”) includes but is not limited to proprietary know-how; operational, competitive, financial, technical, and sensitive or confidential personnel information; inventions; techniques; computer software; and related documentation and materials.

I also understand that Proprietary Information is vital to the success of Booz Allen’s business and that I may become acquainted with Proprietary Information, or contribute to Proprietary Information through my employment at Booz Allen.

. . .

Therefore, in consideration for and as a condition of my employment, I agree to the following:

Both during and after my employment with Booz Allen . . . I will not directly or indirectly use, disclose, reproduce or dispose of Proprietary Information except as authorized and necessary to carry out my assigned responsibilities on behalf of Booz Allen.”

(Ex. A, Intro, § 1) (emphasis added).

29. Harr also agreed that any and all “Booz Allen Developments” (as defined in the Harr Confidentiality Agreement) are the exclusive property of Booz Allen, and that he has no property or proprietary rights in such developments, as follows:

“I hereby assign to Booz Allen all right, title and interest in any developments, designs, patents, inventions, improvements, writings and other works of authorship, trade secrets, artwork, ideas, know-how, drawings, specifications, models, trademarks, copyrightable material, software (including source code, object code, algorithms, flow charts and design documents) and Proprietary Information (“Booz Allen Developments”) which I made, developed or conceived, or I may make, develop or conceive, during the term of my employment, whether or not made or prepared in the course of my employment with Booz Allen:

- with the use of the time, materials, equipment, information or facilities of Booz Allen;
or

- which relate ... to any Booz Allen product, service, activity, trade secret, actual or demonstrably anticipated research or development, business method or other methodology; or
- which are suggested by or resulting from any work performed by me or others for Booz Allen.

...

I agree that, unless otherwise acknowledged in a writing signed by my sector president or chief administrative officer, my contributions to Booz Allen Developments were made as “works for hire” created for and owned exclusively by Booz Allen. Therefore, I will have no property or other proprietary rights in Booz Allen Developments, including patent rights, mask work rights, trademark rights, copyrights and trade secret rights.”

(Ex. A, §§ 5, 7.)

30. The Harr Confidentiality Agreement further provides that Harr must promptly return any Booz Allen documents or materials when his employment terminates:

At the time my employment terminates, or upon an earlier request from Booz Allen, I agree to promptly return to Booz Allen any documents, or materials, in digital or other formats, and any copies thereof, which I have removed from its offices that in any way contain or refer to Proprietary Information.

(Ex. A, § 2.)

31. In the course of his employment at Booz Allen, and as a result of his having executed the Harr Confidentiality Agreement, Booz Allen entrusted Harr with access to, and he acquired knowledge of, sensitive, confidential, and proprietary business information, including, but not limited to, personnel data, training materials and packages, instructional manuals, demos, business proposals, marketing materials, project fact sheets, mock ups, templates, prototypes, videos, simulator games, and developer files containing the underlying software coding.

32. Booz Allen provides information of the kind described above in paragraph 31 only to employees who are bound to a confidentiality agreement such as the Harr Confidentiality Agreement (or to its clients, if the information is part of Booz Allen’s deliverable). Not all employees who have signed such an agreement are given access to all Booz Allen Information;

instead, Booz Allen identifies employees with a need to know and provides them access by giving them a unique user ID and password.

33. Having executed the Harr Confidentiality Agreement, and as a result of his work in the Red Bank Lab, Harr worked on several projects involving highly confidential and proprietary information. These projects included, but were not limited to, the “Signal Theory,” “Wolfhound,” “MedSim,” “Department of Commerce,” and “Phoenix” projects:

- The “Signal Theory Project” involved a contract with the U.S. Air Force’s Intelligence, Surveillance and Reconnaissance program office in San Antonio, Texas. This contract was awarded to Booz Allen in November 2011 and ran through February 2012. This project involved the Booz Allen IDIL Team developing animations.
- For the “Wolfhound Project,” the Booz Allen IDIL Team developed a user guide and a software-based training package for highly classified equipment for the U.S. Army’s Intelligence and Electronic Warfare program office. This contract was awarded to Booz Allen in or around July 2011 and ended in November 2011.
- The “MedSim Project” was a Booz Allen internally-funded effort for Booz Allen’s Civilian and Veterans’ Affairs Segment. Veluz, Harr, and other members of the Booz Allen IDIL Team were tasked with developing an electronic demonstration for patient care. To date, Booz Allen has spent approximately \$25,000 for this development project.
- Booz Allen undertook the “DOC Project” under a contract with the Department of Commerce to create an interactive web-based program to teach Department employees to better protect personally identifying information. Similarly, Booz Allen created a computer simulation training program containing 3D-modeling of military equipment for the Phoenix project pursuant to a six-year contract for the U.S. Army.

34. One or more of the Former Booz Allen Employees worked on each of these projects; as a result, Harr gained significant knowledge and understanding of each employee’s skills and abilities. Harr was further instrumental in recruiting each of the Former Booz Allen Employees, as he wrote the job requirements and skills necessary for vacancies, interviewed candidates, and ultimately recommended candidates for hiring.

Defendant Veluz's Employment with Booz Allen

35. Booz Allen employed Defendant Veluz from May 12, 2003 until June 26, 2012, first as a member of the Human Capital and Learning Team and later as a member of the Booz Allen IDIL Team. As a multimedia artist with expertise in Adobe® Flash development and a technical lead, Veluz worked on various important projects for Booz Allen, including engaging in mobile and 3D-development and creating confidential and proprietary webcasts, videos, software-based instructional tools, immersive learning tools, and instructional simulator games for Booz Allen's most important clients, including the U.S. Departments of Labor and Army. In connection with her employment with Booz Allen, Veluz worked out of the Red Bank Lab.

36. In January 2012, Veluz transferred to Booz Allen's Creative Solutions Team and remained a member of this team until she resigned in June 2012. The Creative Solutions Team develops videos for trade shows and provides strategic communications, primarily for government clients. After Veluz joined the Creative Solutions Team, that team also began to provide learning-oriented services. As she did as a member of the IDIL Team, Veluz created confidential and proprietary videos while part of the Creative Solutions Team.

37. Booz Allen employed Veluz in a position of great trust and confidence that required her to provide Booz Allen with her utmost loyalty and faithful service.

38. Veluz executed the "Veluz Confidentiality Agreement" at the beginning of her employment with Booz Allen. The Veluz Confidentiality Agreement contained provisions very similar to the Harr Confidentiality Agreement, including the same prohibitions described in paragraphs 28 to 30, above. (See Ex. B, Intro, §§ 1-2, 5-6.)

39. In the course of her employment at Booz Allen, and as a result of her having executed the Veluz Confidentiality Agreement, Veluz was entrusted with access to and acquired knowledge of sensitive, confidential, and proprietary business information, including, but not

limited to, templates, prototypes, demos, mock-ups, and simulator games. Specifically, Veluz worked on several projects involving such confidential and proprietary information, including the “govbenefits.gov,” Wolfhound, Rapid Equipment Force (“REF”), and “Phoenix” projects, as well as a project for the Department of Commerce. The underlying developer files for the govbenefits.gov and the Phoenix projects, and others on which Veluz worked and to which she had access, are highly confidential and proprietary and are not available to the public.

**Defendants’ Unlawful Recruitment of the Former Booz Allen
Employees to Work at Deloitte**

40. Defendant Demarinis is a former Booz Allen Principal who joined Deloitte as a Director in January 2012. Demarinis previously worked for Booz Allen as a Principal in the U.S. civil and commercial segments, including on the Human Capital, Learning, and Communications Team, and worked closely with Harr and the Former Booz Allen Employees. Upon information and belief, Demarinis joined Deloitte to develop instructional development and immersive learning capabilities that Deloitte did not previously have.

41. The unlawful actions undertaken by Demarinis were not only premeditated; they were orchestrated with the other Defendants, particularly Harr, over a long period of time. Indeed, as early as December 2011, Demarinis and Harr began to discuss the possibility of Harr’s leaving Booz Allen to work with Demarinis at Deloitte.

42. Demarinis’s recruitment did not, however, stop with Harr; instead, he sought to acquire Booz Allen’s entire Red Bank team for the benefit of Deloitte. As a former member of the Human Capital, Learning, and Communications Team, Demarinis was aware that the Red Bank Lab employees functioned as a closely-knit team. He therefore knew that enlisting the Booz Allen IDIL Team’s current and acting lead, Harr, to disparage Booz Allen and covertly recruit on Deloitte’s behalf would greatly aid Deloitte’s efforts.

43. Thus, on January 27, 2012, following a call with Harr, Demarinis began to solicit confidential information about the Booz Allen IDIL Team for the purpose of determining how Deloitte could replicate the team's capabilities. Harr responded that 10 employees would be required for the "full breadth of capabilities," and shared with Demarinis the confidential information that, as Booz Allen employees, "50 percent of the 10 [earn] 70K or less."

44. On February 22, 2012—more than three months before their departures from Booz Allen—Harr and Veluz met with Demarinis in the Washington, D.C. area to discuss the possibility of departing Booz Allen for Deloitte. Harr had informed Demarinis that Veluz (who, like Harr, was still employed at Booz Allen) was aware of their communications and asked Demarinis if Veluz could join their scheduled meeting.

45. At the meeting, Harr and Veluz agreed to provide Demarinis with information that was proprietary and confidential to Booz Allen in order to facilitate the Booz Allen IDIL Team's potential defection to Deloitte. Upon information and belief, Demarinis would use this confidential and proprietary information to: (i) demonstrate the Booz Allen IDIL team's value to senior Deloitte personnel; (ii) craft carefully calibrated offers to the Former Booz Allen Employees; (iii) market the capabilities of the Booz Allen IDIL Team; and (iv) pursue Booz Allen's existing contracts and clients. Demarinis, who had worked at Booz Allen and executed a confidentiality agreement similar to those agreed to by Harr and Veluz, knew, or at a minimum should have known, that Harr and Veluz could not lawfully share such information with Deloitte.

46. The next day, Harr provided Demarinis with a link to the Booz Allen IDIL Team's latest playable demonstration for an interactive healthcare training game—which was still under internal development at Booz Allen—along with instructions for playing it. Because the demonstration was hosted on a password-protected Booz Allen site, Harr sent Demarinis the

URL for the site, as well as a username and password, so that Demarinis could access the protected material on Booz Allen's systems.

47. Harr also sent to Demarinis a "sample of blended items" created by the Booz Allen IDIL Team, remarking that it was "[p]robably the most complex and programmatically difficult we have done so far," and included a link to a separate project, this time one relating to the team's San Antonio work, hosted on the same password-protected Booz Allen website as the playable demonstration. Harr further informed Demarinis that he was "working with [Veluz] to come up with a document that will give you an idea of costs, etc. associated with our discussion."

48. Later that same day (February 23, 2012), Demarinis logged onto the protected Booz Allen website with the improperly provided credentials and accessed the playable demonstration. Booz Allen had not authorized Harr to provide Demarinis with access to this website and demo, nor had it authorized Demarinis, an employee of a competitor, to access this website and demo. Demarinis knew or should have known that Harr lacked authority to authorize Demarinis's access to Booz Allen's confidential and proprietary information, which was hosted on Booz Allen computers connected to the internet and used in interstate commerce.

49. Demarinis also requested that Harr provide Deloitte with the Booz Allen IDIL Team's "requirements" before the evening of Monday, February 27, explaining that Demarinis was "meeting with a lead partner and this will be a subject of discussion." Upon information and belief, the "lead partner" was Defendant Helfrich.

50. Veluz thereafter drafted a document entitled "Team Salaries" and shared it with Harr on February 24, 2012. Both Harr and Veluz used non-Booz Allen email accounts for this

correspondence. The “Team Salaries” spreadsheet reflected highly confidential information related to the Booz Allen IDIL Team’s salaries.

51. Only two days after meeting with Demarinis, and using a non-Booz Allen email account, Harr accessed a Booz Allen file entitled “Team Salaries” and downloaded to his laptop documents related to confidential Booz Allen salary information for his subordinates on the Booz Allen IDIL Team and for Veluz, who at that time had been transferred to the Creative Solutions Services team. Later that same day (February 24, 2012), Harr sent Demarinis a spreadsheet entitled “Team Budget,” which included the proprietary and confidential information regarding the Former Booz Allen Employees’ current salaries compiled by Veluz. The spreadsheet also contained proprietary and confidential information related to the Booz Allen IDIL Team’s roles, hourly rates, and security clearances, along with cost figures for the team’s hardware, software, training, educational, and space needs.

52. Upon information and belief, Demarinis used this misappropriated personnel and cost information to assess the costs of moving Booz Allen’s IDIL Team to Deloitte, to prepare calibrated salary offers for Harr, Veluz, and the Former Booz Allen Employees, and to inform Deloitte’s assessment of how Booz Allen would likely bid for contracts.

53. On April 10, 2012—still more than 6 weeks before Harr resigned his employment with Booz Allen—Demarinis arranged for Harr to meet with Defendants Helfrich and Haims. Demarinis told Harr, “I want [Helfrich] to get a sense of you and what you offer. We should have a couple of samples in our back pockets” Harr replied, “I have a lot of stuff to show,” including “*all* of the simulators and games we have created.” (emphasis added).

54. Just three days later, on April 13, Harr forwarded Demarinis two screenshots of the Phoenix project, noting that it was “the latest ‘hot off the press’ simulator.”

55. Helfrich and Demarinis met with Harr on April 26, 2012. The next day, Demarinis contacted Harr (who was still employed by Booz Allen) to discuss office locations and to request that Harr “[s]end the videos as soon as you can.” Demarinis wanted “the videos” as soon as possible because there was “[n]o way to predict when we will get an audience with [Deloitte executive John] Gibbons—I want to be sure I am ready.”

56. On May 10 and 11, 2012, Veluz accessed confidential and proprietary information sent to her from Harr. This Booz Allen Information included information related to projects that Harr, Veluz, and the Former Booz Allen Employees had worked on and developed as Booz Allen employees—specifically the “Signal Theory,” “Wolfhound,” “Phoenix,” and “MedSim” projects. Upon information and belief, either Harr or Veluz manipulated these files so that they no longer contained Booz Allen markings, logos, branding, or metadata.

57. Harr also sent Veluz four videos and two screenshots containing highly confidential and proprietary information related to the same projects—Signal Theory, Wolfhound, Phoenix, and MedSim. He subsequently provided those same videos and screenshots to Deloitte. But the videos that Harr provided to Deloitte had been manipulated and modified from their original formats, on information and belief, by either Harr or Veluz. Harr provided these Booz Allen confidential and proprietary videos and screenshots to Deloitte to demonstrate the Former Booz Allen Employees’ skills and capabilities.

58. Upon information and belief, the Deloitte Defendants used these videos and screenshots in evaluating the skills and abilities of Harr, Veluz, and the Former Booz Allen Employees and to gain inappropriate insight related to Booz Allen’s intellectual property.

59. On May 11, 2012, Harr sent Haims, the Commercial Learning lead for Deloitte, a link to a FTP server from which Haims could download a zip folder that Harr intended to

reference during a planned discussion of the Booz Allen IDIL Team's capabilities. In arranging the discussion, Demarinis told Haims that "[Harr] is prepared to meet with you and provide a demonstration of the full range of his team's capabilities."

60. Throughout this period, from December 2011 through May 2012, Harr and Veluz disparaged Booz Allen to the Booz Allen IDIL Team colleagues they were planning to recruit to Deloitte, including in the period before the now-Former Booz Allen Employees knew of Harr and Veluz's contacts with Deloitte.

61. In furtherance of their scheme, approximately one week after his meeting with Helfrich, Harr sent Demarinis eight draft "job descriptions" to post on Deloitte's website, noting that "I did not put in one for me." These descriptions were based on Harr's knowledge of the specific qualifications and experience of the eight Former Booz Allen Employees.

62. On May 22, 2012, Harr, using a non-Booz Allen email account, instructed the Former Booz Allen Employees to apply for eight open positions on Deloitte's website, and provided a link to Deloitte's online job postings. Veluz responded, exhorting the Former Booz Allen Employees to apply "ASAP" and stating that they should submit their applications "TODAY," if they had not already done so.

63. Deloitte interviewed the Former Booz Allen Employees on May 31 and June 1 of 2012 at the Molly Pitcher Inn in Red Bank, New Jersey. Defendants Birch, Demarinis, and Haims were present for the interviews. On May 31, Harr and Former Booz Allen Employee Roxanne Splitt met with Haims and other Deloitte employees to "show demos [and] talk about team capabilities."

**Defendants' Interference With
Booz Allen's Business Relationships**

64. Deloitte knew how difficult, expensive, and time-consuming it would be to build its own IDIL capabilities, skilled employee base, and client relationships. Rather than expend the necessary effort and investment, Deloitte targeted and “lifted” such capability from Booz Allen. In poaching the core Booz Allen IDIL Team, Defendants designed, intended, and conspired to: (i) avoid—at Booz Allen’s expense—the substantial investment that Deloitte would be required to make to build, train, and market a comparable team; (ii) cripple Booz Allen’s ability to continue to serve existing clients or compete for new opportunities in the immersive learning field; and (iii) take immediate advantage of market demand that this “fully functional” group could satisfy, including by specifically targeting existing work and relationships with Booz Allen clients.

65. On June 11, 2012, the day before Deloitte extended offers to Harr, Veluz, and the Former Booz Allen Employees, Demarinis discussed with another Deloitte executive, Patrick Nealon, a Director in Deloitte’s Federal Practice (“Nealon”), how to “make sure the work can follow the people once they are lifted out.”

66. To that end, throughout the course of their discussions with Harr and Veluz, the Deloitte Defendants sought to acquire confidential and proprietary information regarding the projects on which the Booz Allen IDIL Team worked at Booz Allen. Harr and Veluz misappropriated and furnished to Demarinis confidential Booz Allen business information, knowing and intending that the Deloitte Defendants would use this information as part of a plan to gain an unfair advantage in soliciting Booz Allen’s clients.

67. For example, on May 17, 2012, Demarinis asked Harr, who was still employed at Booz Allen in a position of trust and confidence, to provide him with revenue projections related to Booz Allen's current contractual projects.

68. The next day, Harr sent Demarinis a list of the confidential projects for which the Booz Allen IDIL Team was responsible, along with his "best [revenue] estimates" for those projects for 2012. These estimates totaled over three million dollars in potential revenue for the work anticipated or already underway by the Booz Allen IDIL Team. Soon after, Demarinis asked Harr if it would be "possible for [Deloitte] to go after" the Booz Allen IDIL Team's planned work for the FAA.

69. On June 6, 2012, Harr provided to Demarinis and Birch a more comprehensive analysis of the opportunities stemming from the Team's prior work, including commentary on the status of each contract and Booz Allen's relationship with certain clients. On June 14, 2012, Birch forwarded this analysis to Melissa Cona, a member of the Human Recourses staff at Deloitte, explaining that the document "tracks the opportunities that they think they might potentially be able to exploit based on prior work or pursuits."

70. Harr's estimates were immediately reproduced in a June 6, 2012 Deloitte "Integration Plan" for Harr, Veluz, and the Former Booz Allen Employees, which listed, by internal Booz Allen project name, over three million dollars' worth of "known market opportunities" identified by Harr, and indicated that one of Deloitte's first steps following the "lift out" of the Team was to "review [these] carry over opportunities."

71. The same strategy was incorporated into a June 7, 2012 Deloitte "Transition Plan," which listed "near-term opportunities" that included work being done by Booz Allen, and

listed “review[ing] ‘carry over’ opportunities (3M+ identified)” among the plan’s “business development” activities.

72. On June 11, 2012, Demarinis represented to Nealon that the “bulk lift out from [Booz Allen]” of the Booz Allen IDIL Team would yield approximately \$20 million in revenues, deriving in part from “work the team is performing in the [Department of Defense]” and “marketing opportunities that have begun (FAA).”

73. Defendants planned to pursue existing Booz Allen work and customer relationships in part because they expected the “lift out” of the Booz Allen IDIL Team to destroy Booz Allen’s ability to continue to serve these clients, creating immediate opportunities for Deloitte’s new team. For example, on June 6, 2012, Harr noted that \$1.5 million in work could be taken away from Booz Allen because Booz Allen “will not have the ability to compete” after the Booz Allen IDIL Team’s departure, adding that the Booz Allen IDIL Team had strong relationships with several of Booz Allen’s clients.

74. Defendants intended for the Booz Allen IDIL Team’s departure to disrupt Booz Allen’s operations and customer relationships. On June 3, 2012, Harr explained to Veluz and some of the Former Booz Allen Employees that for Booz Allen to make use of the work product of the departing employees, it would first have to “1) find all appropriate files for a given project; 2) have someone that understands each of the file types . . . 3) be able to understand what has been done; 4) reassemble and publish the files etc.”

75. Harr insisted that the Former Booz Allen Employees not assist Booz Allen after their departure. Indeed, the day after the Former Booz Allen Employees’ resignation, Harr learned that Booz Allen was seeking to secure its proprietary and confidential information and relayed the following firm instructions to Veluz and the Former Booz Allen Employees: “All.

There is no reason to provide ANY more support to Booz be it through information, documentation and most certainly not with personal hardware (i.e., drives, personal computers, etc.) ANY request for such is inappropriate and should be ignored.”

76. Harr had earlier directed the group, on May 27, 2012, to “certainly take the files you would like as reference material.” Upon information and belief, Harr planned for the Former Booz Allen Employees to use this wrongfully obtained “reference material” to continue performing work for clients that had “followed” the team to Deloitte.

77. According to the “Transition Plan,” Deloitte also intended to leverage existing Booz Allen materials for Deloitte’s marketing efforts. The Transition Plan called for the identification of “any and all existing demos that Deloitte may use post on-boarding.” On June 15, 2012, Demarinis told Harr that he was “working the issue as to whether we can use your past work as a demo” and that “[w]e need to be prepared with a backup plan.” The Defendants original plan was to use confidential and proprietary Booz Allen Information to market the Booz Allen IDIL Team after its move to Deloitte.

78. Indeed, on June 21, 2012, Demarinis informed Harr that Demarinis had obtained a \$400,000 assignment for the team—even while they were still employed by Booz Allen—by marketing work performed by the Booz Allen IDIL Team for Booz Allen.

Harr, Veluz, and the Former Booz Allen Employees Leave Booz Allen

79. On May 31, 2012, Harr resigned from Booz Allen. Immediately following his resignation, Harr began working for Deloitte and is engaging in the same or similar type of work at Deloitte that he performed for Booz Allen.

80. Soon after they interviewed with Deloitte on May 31, 2012, and while they were still employed by Booz Allen, the Former Booz Allen Employees received offers of employment

from Deloitte. Based upon the confidential and proprietary Booz Allen salary information that Harr and Veluz had provided to Deloitte, the offers of employment were carefully calibrated to offer each employee a raise over their current salary at Booz Allen.

81. Less than four weeks after Harr began working at Deloitte, on or about June 25, 2012, Veluz and all of the Former Booz Allen Employees left their Booz Allen employment, and soon thereafter began working for Deloitte.

82. After receiving acceptances of the job offers made to all of the Former Booz Allen Employees, Deloitte Senior Manager Birch gloated that “[e]ffectively, we’ve hired away their entire immersive learning/gaming/simulation practice... Woot!”

83. Defendants concealed Deloitte’s active involvement in this scheme, including its solicitation and use of Booz Allen’s proprietary information.

84. Upon information and belief, Veluz and the Former Booz Allen Employees were and are now working for Deloitte in the same or similar capacities for which they had worked for Booz Allen, and are attempting to compete with Booz Allen with respect to the kinds of work in which they previously engaged while employed at the Red Bank Lab. Upon information and belief, until Defendants and the Former Booz Allen Employees began working for Deloitte, Deloitte did not have the instructional development and immersive learning talent needed to compete with Booz Allen.

85. Following this mass departure, Booz Allen expended significant resources to staff the Former Booz Allen Employees’ ongoing projects and recreate lost knowledge and intellectual capital. Booz Allen was forced to delay the delivery of ongoing projects and to renegotiate deadlines, resulting in damaged client relationships, and to devote considerable and unanticipated resources to complete existing projects. For example, a mobile learning project for

the National Institute of Standards and Technology was delayed by over two months and required about \$25,000 in additional funds for its completion, in part to pay to recreate graphics that Booz Allen was unable to locate after certain Former Booz Allen Employees' departures.

86. The mass recruitment of such employees and the use and disclosure of Booz Allen Information are harmful to Booz Allen's business and goodwill and diminishes the competitive advantage Booz Allen has gained through its expenditure of substantial money, effort, and resources. The use and disclosure of this Booz Allen Information also provides Defendants with an unfair and illegal competitive advantage.

Defendant Harr's Further Misappropriation and Destruction of Booz Allen's Confidential and Proprietary Information and Trade Secrets

87. In addition to improperly using Booz Allen's proprietary and confidential information, and disclosing it to the Deloitte Defendants, Harr took several steps to retain Booz Allen's proprietary and confidential information and destroy the evidence that he had done so.

88. In January 2012, while still employed at Booz Allen, Harr created a folder containing Booz Allen Information on his Booz Allen-issued Dell laptop, which had been provided to him for use in connection with the performance of his duties.

89. Upon his resignation from Booz Allen on May 31, 2012, Harr failed to promptly return his Booz Allen-issued laptop.

90. Between May 31, 2012 and June 3, 2012, following Harr's resignation from Booz Allen, while retaining possession of his Booz Allen-issued laptop, and, upon information and belief, after he had agreed to begin working for Deloitte, Harr accessed this laptop at least fifteen times, frequently launching files containing various Booz Allen Information, including material related to highly confidential Booz Allen projects. Upon information and belief, Harr also accessed Booz Allen's network after his resignation from Booz Allen.

91. On June 3, 2012, Harr conducted various searches on the Google Chrome internet browser related to permanently deleting data from a computer.

92. On June 4, 2012, after his resignation from employment with Booz Allen and, upon information and belief, after he had agreed to begin working for Deloitte, Harr attached a USB device to his Booz Allen-issued laptop and copied the folder created in January onto that device. Harr then deleted the folder and other content from the Booz Allen-issued laptop by running a data cleaning program, "CCleaner," at least seven times, with the last time on June 4, 2012.

Defendant Veluz's Further Misappropriation and Destruction of Booz Allen's Confidential and Proprietary Information and Trade Secrets

93. In addition to assisting Harr's efforts to improperly use Booz Allen's proprietary and confidential information, and disclose it to the Deloitte Defendants, Veluz took steps to retain such information.

94. While still employed at Booz Allen, and without Booz Allen's knowledge or consent, Veluz created a website, <http://velozano.com>, and posted on that website, thus making available to the public, including Deloitte, two videos containing Booz Allen's confidential and proprietary information.

95. One video, "govbenefits.gov,"¹ contains proprietary material related to Booz Allen's govbenefits.gov project that Booz Allen created for the U.S. Department of Labor. The video contains alterations from the original Booz Allen webcast and includes a 2008 copyright marker attributing the video to Velozano Studios.

¹ The video previously could be found at <http://velozano.com/webcast/GovBenefits08.html>; last visited February 25, 2013.

96. The second video, the “Phoenix simulator demo,”² contains confidential and proprietary material related to Booz Allen’s Phoenix project that Booz Allen created for the U.S. Army. The video contains a prominent “Booz Allen Hamilton” marker on a screen and directs observers to contact Booz Allen employees for more information about the project. Further, the video contains alterations from the original Booz Allen marketing video, including a 2007 copyright marker attributing the video to Velozano Studios.

97. Veluz also maintains a personal “Vimeo” webpage, to which Veluz has posted two videos derived from the “govbenefits.gov” project.³ The “Government Logo Fun” video posted by Veluz on the Vimeo site contains a one minute and one second excerpt of Booz Allen’s proprietary information. The “GovBenefits People Flash Animation” video posted by Veluz on the Vimeo site contains a thirty-three second excerpt of Booz Allen’s proprietary information.

98. To post and manipulate these videos, it was necessary for Veluz to use the underlying developer file containing Booz Allen’s confidential and proprietary software code and media.

99. On June 21, 2012, the day after Veluz submitted her resignation from Booz Allen, and, upon information and belief, after she had agreed to begin working for Deloitte, Veluz connected two separate external hard drives to her Booz Allen-issued Dell laptop. These two devices contain Booz Allen Information. Veluz did not return these two devices to Booz Allen upon her departure from Booz Allen.

100. Further, Veluz also connected two external devices to the Booz Allen system through her company-issued MacBook. One of the devices was last connected on June 21, 2012,

² The video previously could be found at <http://velozano.com/multimedia/phoenix.htm>; last visited February 25, 2013.

³ The video can be found at <http://vimeo.com/user1451626>; last visited May 14, 2014.

after, upon information and belief, Veluz had agreed to begin working for Deloitte. Both of these devices contain Booz Allen's confidential and proprietary information. Veluz did not return these two devices to Booz Allen upon her departure from the company.

101. Prior to returning the Booz Allen-issued MacBook to Booz Allen, Veluz removed all user-generated documents.

**Booz Allen's Efforts to Recover Its Trade Secrets and
Confidential and Proprietary Information**

Defendant Harr

102. Following Harr's departure and his delayed return of his Booz Allen-issued laptop, Booz Allen undertook an investigation to ascertain whether Harr had complied with his obligations under the Harr Confidentiality Agreement.

103. In September 2012, Harr's now-former attorney Nancy S. Martin ("Martin") acknowledged to Booz Allen that Harr had taken Booz Allen Information following his resignation from Booz Allen, and further admitted that Harr provided Booz Allen Information to Deloitte in connection with the recruitment of the Former Booz Allen Employees. Later, in October 2012, Booz Allen obtained from Deloitte six files comprising Booz Allen Information that Harr had provided to Deloitte in the spring of 2012. The four videos and two screenshots related to projects on which the Defendants had worked and which the Defendants developed as Booz Allen employees, and specifically related to the Signal Theory, Wolfhound, Phoenix, and MedSim projects. Harr provided these files to Deloitte stripped of Booz Allen markings, logos, branding, and metadata.

104. On September 24, 2012, Booz Allen representatives retrieved from Harr certain Booz Allen confidential and proprietary information that he had in his possession, but Booz

Allen remained concerned as a result of its investigation that Harr had not returned all of the Booz Allen Information in his possession.

105. On November 28, 2012, Booz Allen requested, among other things, that Harr identify any Booz Allen Information currently in his possession or on a file sharing website or program. To date, Harr has declined to identify any additional information.

Defendant Veluz

106. Following Veluz's departure and her return of the Booz Allen-issued Dell laptop and MacBook computers, Booz Allen undertook an investigation to ascertain whether Veluz had complied with her obligations under the Veluz Confidentiality Agreement.

107. Booz Allen's investigation uncovered, among other things, that Veluz, while employed by Booz Allen, received, accessed, and downloaded Booz Allen confidential and proprietary files through a file hosting site.

108. Following this discovery, on August 20, 2012, Booz Allen requested that Veluz return all Booz Allen Information in her possession.

109. On August 23, 2012, Veluz's now-former attorney Martin responded on Veluz's behalf, claiming that Veluz had not used and was not using Booz Allen Information. Martin did not deny that Veluz had such information in her possession.

110. On September 11, 2012, after still having not received any of the Booz Allen Information in Veluz's possession, Booz Allen again requested that Veluz return all such information and provide written assurances that she did not have any other Booz Allen Information in her possession, custody, or control.

111. Martin subsequently confirmed that Veluz used a thumb drive and an external hard drive during her Booz Allen employment that contained Booz Allen Information. Martin further represented that instead of returning this information to Booz Allen, as required by the

Veluz Confidentiality Agreement, Veluz deleted the Booz Allen files from these devices following her resignation.

112. On November 28, 2012, Booz Allen requested, among other things, that Veluz identify any Booz Allen Information currently in her possession or on a file sharing website or program.

113. Veluz never responded to the November 28, 2012 letter or any other requests for the return of Booz Allen Information.

Booz Allen's Other Remedial Efforts

114. As a result of Defendants' unlawful actions, Booz Allen has been forced to invest significant time and expense rebuilding its IDIL team and reinvesting in the team's service offerings. Booz Allen also has dedicated countless hours attempting to rebuild its client relationships that suffered as a result of the defections.

COUNT I

Tortious Interference with Prospective Economic Advantage/Contractual Relations (Defendants Harr and Veluz)

115. Booz Allen incorporates and realleges paragraphs 1-114 of the Amended Complaint as if fully set forth herein.

116. Booz Allen devoted substantial money, effort, and resources to developing its Red Bank Lab and the Former Booz Allen Employees, resulting in Booz Allen's reasonable expectation of economic advantage/contractual relations.

117. Harr and Veluz wrongfully and unlawfully recruited the Former Booz Allen Employees by using confidential and proprietary Booz Allen Information, resulting in a mass defection of Booz Allen employees to Booz Allen's competitor, Deloitte. Harr and Veluz's recruitment of the Former Booz Allen Employees was intentional and malicious, without

justification or excuse, and was done for the improper purposes of injuring Booz Allen and benefiting Deloitte at the expense of Booz Allen.

118. Booz Allen has lost much of its advantage over its competitor Deloitte, and was forced to devote significant resources, including senior management time and effort, to rebuild the Booz Allen IDIL Team, ascertain the extent of the damage done to Booz Allen's interest, and recover Booz Allen Information. Booz Allen also suffered damages to its client relationships, delayed delivery of projects, and expended its own money to complete projects, thereby decreasing its anticipated profits.

119. As a result of Harr and Veluz's unlawful actions, Booz Allen suffered, and continues to suffer, injury to its business interest.

COUNT II

Breach of Confidentiality Agreements (Defendants Harr and Veluz)

120. Booz Allen incorporates and realleges paragraphs 1-119 of the Amended Complaint as if fully set forth herein.

121. Harr's and Veluz's Confidentiality Agreements, executed by Harr and Veluz, respectively, when they commenced working for Booz Allen, are valid and enforceable written contracts supported by adequate consideration.

122. The nondisclosure and return of property covenants contained in the Harr's and Veluz's Confidentiality Agreements are reasonable and fair because they are necessary to protect Booz Allen Information, client relationships, and business interests and are no broader than necessary to protect Booz Allen's legitimate business interests. Furthermore, the restrictions that Harr and Veluz freely accepted in executing their respective Confidentiality Agreement were not unduly harsh or oppressive and did not limit their ability to earn a living in any respect.

123. Booz Allen performed its obligations under Harr's and Veluz's Confidentiality Agreements.

124. Harr and Veluz breached and continue to breach their contractual agreements with Booz Allen including, but not limited to, their nondisclosure restrictions and obligations to return all of Booz Allen's trade secrets and confidential and proprietary information.

125. Harr further breached the Harr Confidentiality Agreement by using a data deleting program to permanently destroy Booz Allen Information on his Booz Allen-issued laptop.

126. Veluz further breached the Veluz Confidentiality Agreement by destroying Booz Allen Information and deleting user-generated documents on her Booz Allen-issued MacBook.

127. As a direct and proximate result of Harr's and Veluz's breach, Booz Allen has suffered, and will continue to suffer, significant injury and is entitled to recover from Harr and Veluz substantial damages, well in excess of \$75,000. Booz Allen is also entitled to injunctive relief and such further relief as this Court may award.

COUNT III

Breach of Duty of Loyalty (Defendants Harr and Veluz)

128. Booz Allen incorporates and realleges paragraphs 1-129 of the Amended Complaint as if fully set forth herein.

129. As trusted employees and agents of Booz Allen, with access to Booz Allen's trade secrets and confidential and proprietary information, both Harr and Veluz owed Booz Allen a duty of good faith and loyalty.

130. While still Booz Allen employees, Harr and Veluz acted contrary to Booz Allen's interest in several ways, including by misappropriating Booz Allen's trade secrets and confidential and proprietary information, such as the confidential salary information, without

Booz Allen authorization, in connection with the recruitment of the Former Booz Allen Employees for employment at Deloitte, Booz Allen's competitor.

131. Harr acted contrary to Booz Allen's interest when he provided Deloitte with Booz Allen Information to demonstrate the skills and abilities of the Former Booz Allen Employees.

132. While still a Booz Allen employee, Veluz acted contrary to Booz Allen's interest, including by misappropriating Booz Allen's trade secrets and confidential and proprietary information for her personal business.

133. In committing the actions described above, Harr and Veluz acted with malice and reckless disregard of Booz Allen's rights.

134. As a direct and proximate result of Harr and Veluz's breach of their duties of loyalty, Booz Allen has sustained significant injury and is entitled to recover from Harr and Veluz substantial damages. Booz Allen is also entitled to punitive damages and such further relief as this Court may award.

COUNT IV

Violation of the New Jersey Trade Secrets Act, N.J.S.A. 56:15-1, *et seq.* (Defendants Harr and Veluz)

135. Booz Allen incorporates and realleges paragraphs 1-134 of the Amended Complaint as if fully set forth herein.

136. While employees of Booz Allen, Harr and Veluz learned Booz Allen's trade secrets under circumstances giving rise to a duty of loyalty on their part to maintain the secrecy of such information and to limit its usage. Harr and Veluz also had express contractual obligations with Booz Allen to maintain the secrecy of this information.

137. The information that Harr and Veluz used, disclosed, and retained constitutes confidential and proprietary information that are trade secrets under N.J.S.A. 56:15-1, *et seq.*

138. Harr misappropriated Booz Allen's trade secrets in violation of N.J.S.A. 56:15-1, *et seq.* when he disclosed Booz Allen Information to Deloitte without Booz Allen's consent, knowing that he had contractual, statutory, and fiduciary duties to keep the information secret and not use such information for his personal gain.

139. Harr misappropriated Booz Allen's trade secrets in violation of N.J.S.A. 56:15-1, *et seq.* when he accessed trade secrets after his separation from Booz Allen, and transferred them onto an external device, without Booz Allen's knowledge or authorization, thus acquiring trade secrets by improper means.

140. Veluz misappropriated trade secrets in violation of N.J.S.A. 56:15-1, *et seq.* when she acquired the developer files needed to post and manipulate "govbenefits.gov" videos and the "Phoenix" simulation video without Booz Allen's consent and in contravention of her contractual, statutory, and fiduciary duties to keep the information secret and not use such information for her personal gain.

141. Veluz misappropriated Booz Allen's trade secrets in violation of N.J.S.A. 56:15-1, *et seq.* when she used and disclosed the "govbenefits.gov" and "Phoenix" simulation videos without Booz Allen's consent, knowing that she had contractual, statutory, and fiduciary duties to keep the information secret and not use such information for her personal gain.

142. As a direct and proximate result of Harr and Veluz's misappropriation, Booz Allen has suffered, and will continue to suffer, substantial irreparable injury.

COUNT V

Violation of New Jersey Computer-Related Offenses Act, N.J.S.A. 2A:38A-1, *et seq.* (Defendant Harr)

143. Booz Allen incorporates and realleges paragraphs 1-142 of the Amended Complaint as if fully set forth herein.

144. Harr acted in violation of N.J.S.A. 2A-38A-3 when he accessed his Booz Allen-issued laptop computer purposefully and knowingly after his separation from employment with Booz Allen, without Booz Allen's authorization.

145. Harr took Booz Allen Information in violation of N.J.S.A. 2A-38A-3 when he purposefully and knowingly copied Booz Allen confidential and proprietary information to an external device after his separation from employment with Booz Allen, without Booz Allen's authorization.

146. Harr acted in violation of N.J.S.A. 2A-38A-3 when he purposefully and knowingly deleted and permanently wiped Booz Allen Information from his Booz Allen-issued laptop, thereby destroying the Booz Allen Information, after his separation from employment with Booz Allen, without Booz Allen's authorization.

147. Harr acted in violation of N.J.S.A. 2A-38A-3 when he, upon information and belief, accessed Booz Allen's network after the separation from his employment with Booz Allen.

148. As a result of Harr's unlawful acts, Booz Allen's business interests have been damaged and Booz Allen is entitled to recover from Harr substantial damages, including punitive damages and costs of investigation and litigation, as well as such further relief as this Court may award.

COUNT VI

Violation of Computer Fraud and Abuse Act, 18 U.S.C. § 1030 (Defendant Harr)

149. Booz Allen incorporates and realleges paragraphs 1-148 of the Amended Complaint as if fully set forth herein.

150. Harr's Booz Allen-issued laptop is a protected computer under 18 U.S.C. § 1030.

151. Harr violated 18 U.S.C. § 1030 when, after his separation from employment with Booz Allen, he knowingly and intentionally ran a data wiping program that damaged files contained on the protected computer, without Booz Allen's authorization.

152. Harr further violated 18 U.S.C. § 1030 when he knowingly and intentionally accessed the protected computer after his separation from employment with Booz Allen without Booz Allen's authorization. As a result of his access, Harr damaged and destroyed information stored on the protected computer causing a substantial loss.

153. Harr's unauthorized deletion and destruction of information on the protected computer was intentional, and Harr thereby intentionally and recklessly damaged the protected computer, in violation of 18 U.S.C. § 1030.

154. As a result of Harr's unlawful acts, Booz Allen has suffered, and will continue to suffer, substantial irreparable injury. This injury and loss has included the costs incurred in investigating Harr's actions, conducting damage assessments, and the cost of responding to Harr's wrongful actions. Pursuant to 18 U.S.C. § 1030, and as a result of Harr's unlawful acts, Booz Allen is entitled to recover damages, injunctive relief, and such further relief as this Court may award.

COUNT VII

Violation of Computer Fraud and Abuse Act, 18 U.S.C. § 1030 (Defendants Demarinis and Deloitte)

155. Booz Allen incorporates and realleges paragraphs 1-154 of the Amended Complaint as if fully set forth herein.

156. The server and computers hosting the Booz Allen website and playable demonstration accessed by Demarinis on February 23, 2012, are protected computers under 18 U.S.C. § 1030.

157. Defendants Demarinis and Deloitte violated 18 U.S.C. § 1030 when Demarinis, acting as an agent for Deloitte, knowingly and intentionally accessed the protected computer without Booz Allen's authorization and obtained Booz Allen's proprietary and confidential information.

158. As a result of Demarinis and Deloitte's unlawful acts, Booz Allen has suffered, and will continue to suffer, substantial irreparable injury, including but not limited to the unlawful disclosure of Booz Allen's proprietary and confidential information to its competitor Deloitte and the costs resulting from the departure of the Booz Allen Former Employees.

159. Pursuant to 18 U.S.C. § 1030, and as a result of Demarinis and Deloitte's unlawful acts, Booz Allen is entitled to recover damages, including but not limited to the cost associated with responding to Demarinis and Deloitte's wrongful actions, injunctive relief, and such further relief as this Court may award.

COUNT VIII

Conspiracy to Violate the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 (Defendants Deloitte, Demarinis, and Harr)

160. Booz Allen incorporates and realleges paragraphs 1-159 of the Amended Complaint as if fully set forth herein.

161. Defendants Deloitte, Demarinis, and Harr acted in concert, agreed, and mutually undertook to cause Demarinis, acting as Deloitte's agent, to intentionally access a protected computer on February 23, 2012 without authorization and to harm Booz Allen by accessing and obtaining proprietary and confidential Booz Allen information, including the non-public playable demonstration of Booz Allen's healthcare simulation.

162. Harr acted to further this unlawful objective by providing Demarinis with credentials to access the computer without authorization.

163. As a result of the unlawful acts of Defendants Deloitte, Demarinis, and Harr, Booz Allen has suffered, and will continue to suffer, substantial irreparable injury, including but not limited to the costs incurred in investigating Harr's actions, conducting damage assessments, the cost of responding to Harr's wrongful actions, the unlawful disclosure of Booz Allen's proprietary and confidential information to its competitor Deloitte, and the costs resulting from the departure of the Booz Allen Former Employees.

164. Pursuant to 18 U.S.C. § 1030, and as a result of the unlawful acts of Defendants Deloitte, Demarinis, and Harr, Booz Allen is entitled to recover damages, injunctive relief, and such further relief as this Court may award.

COUNT IX

Violation of New Jersey Computer-Related Offenses Act, N.J.S.A. 2A:38A-1, *et seq.* (Defendants Demarinis and Deloitte)

165. Booz Allen incorporates and realleges paragraphs 1-164 of the Amended Complaint as if fully set forth herein.

166. The server and computers hosting the Booz Allen website and demo accessed by Demarinis on February 23, 2012 are computers, a computer system and/or a computer network under N.J.S.A. 2A:38A-1.

167. Demarinis and Deloitte violated N.J.S.A. 2A:38A-3 when Demarinis, acting as an agent for Deloitte, knowingly and intentionally accessed Booz Allen's computer without Booz Allen's authorization and obtained Booz Allen's proprietary and confidential information.

168. As a result of the unlawful acts of Demarinis and Deloitte, Booz Allen has suffered, and will continue to suffer, substantial irreparable injury, including but not limited to the unlawful disclosure of Booz Allen's proprietary and confidential information to its

competitor Deloitte and the costs resulting from the departure of the Booz Allen Former Employees.

169. Pursuant to N.J.S.A. 2A:38A-1, *et seq.*, and as a result of Demarinis and Deloitte's unlawful acts, Booz Allen is entitled to recover damages, including but not limited to punitive damages and costs of litigation, as well as such further relief as this Court may award.

COUNT X

Tortious Interference with Prospective Economic Advantage/Contractual Relations (Defendants Deloitte, Demarinis, Haims, Helfrich, Birch)

170. Booz Allen incorporates and realleges paragraphs 1-169 of the Amended Complaint as if fully set forth herein.

171. Booz Allen devoted substantial money, effort, and resources to developing its Red Bank Lab and the Former Booz Allen Employees, resulting in Booz Allen's reasonable expectation of economic advantage/contractual relations.

172. The Deloitte Defendants wrongfully and unlawfully recruited the Former Booz Allen Employees by using confidential and proprietary Booz Allen information, resulting in a mass defection of Booz Allen employees to Booz Allen's competitor, Deloitte. The Deloitte Defendants' recruitment of the Former Booz Allen Employees was intentional and malicious, without justification or excuse, and was done for the improper purposes of injuring Booz Allen and benefiting Deloitte at the expense of Booz Allen.

173. Booz Allen has lost much of its advantage over its competitor Deloitte, and was forced to devote significant resources to rebuild the Booz Allen IDIL Team, ascertain the extent of the damage done to Booz Allen's interest, and recover Booz Allen Information. Booz Allen also suffered damages to its client relationships, delayed delivery of projects, and expended its own money to complete projects, thereby decreasing its anticipated profits.

174. As a result of the Deloitte Defendants' unlawful actions, Booz Allen suffered, and continues to suffer, injury to its business interest.

COUNT XI

Civil Conspiracy (All Defendants)

175. Booz Allen incorporates and realleges paragraphs 1-174 of the Amended Complaint as if fully set forth herein.

176. Defendants acted in concert, agreed, and mutually undertook to tortiously interfere with Booz Allen's contractual relations or economic advantage with the Former Booz Allen employees, or to recruit the Former Booz Allen Employees by unlawfully soliciting, receiving, and using proprietary and confidential Booz Allen information.

177. Defendants acted in concert, agreed, and mutually undertook to tortiously interfere with Booz Allen's contractual relations or economic advantage with Booz Allen's clients, or to compete for the business of Booz Allen's clients, by unlawfully soliciting, receiving, and using proprietary and confidential Booz Allen information or by unlawfully and maliciously impairing Booz Allen's ability to serve those clients.

178. Defendants acted in concert, agreed and mutually undertook to tortiously interfere with Booz Allen's economic advantage by purposefully and maliciously acting to destroy Booz Allen's immersive learning capability.

179. Defendants acted in concert, agreed, and mutually undertook to cause Defendants Harr and Veluz to breach their Confidentiality Agreements with Booz Allen by sharing proprietary and confidential Booz Allen information with the Deloitte Defendants in violation of those agreements, and by retaining Booz Allen Information in violation of those agreements.

180. Defendants acted in concert, agreed, and mutually undertook to cause Defendants Harr and Veluz to breach their duty of loyalty to Booz Allen by sharing proprietary and

confidential Booz Allen information with the Deloitte Defendants in violation of that duty, and by acting to maliciously harm Booz Allen's interests and aid its competitor Deloitte in violation of that duty.

181. Defendants acted in concert, agreed, and mutually undertook to cause Defendants Harr and Veluz to violate the New Jersey Trade Secrets Act by misappropriating, disclosing, and using proprietary and confidential Booz Allen information.

182. Defendants Deloitte, Demarinis and Harr acted in concert, agreed, and mutually undertook to cause Defendant Demarinis to violate the Computer Fraud and Abuse Act by accessing a protected Booz Allen computer without authorization to obtain proprietary and confidential information.

183. Defendants Deloitte, Demarinis and Harr acted in concert, agreed, and mutually undertook to cause Defendant Demarinis to violate the New Jersey Computer-Related Offenses Act by accessing a Booz Allen computer, computer system, and/or network without authorization to obtain proprietary and confidential information.

184. Defendants initiated this conspiracy between December 2011 and February 2012.

185. In furtherance of this conspiracy, Defendants wrongfully and unlawfully solicited, misappropriated, received, and used proprietary and confidential Booz Allen information.

186. In furtherance of this conspiracy, Defendants wrongfully and unlawfully used the proprietary and confidential Booz Allen information to induce the Former Booz Allen Employees to leave Booz Allen and defect en masse to Deloitte.

187. In furtherance of this conspiracy, Defendants wrongfully and unlawfully used the proprietary and confidential Booz Allen information to maliciously damage Booz Allen's

immersive learning capability and to interfere in Booz Allen's contractual relations with its clients.

188. In furtherance of this conspiracy, Defendant Harr accessed a protected Booz Allen computer without authorization, downloaded information from it, and deleted Booz Allen information present on it.

189. In furtherance of this conspiracy, Defendant Demarinis accessed a protected Booz Allen computer without authorization to obtain proprietary and confidential Booz Allen information.

190. Defendants' actions in furtherance of this conspiracy were undertaken intentionally and maliciously, without justification or excuse, and were done for the improper purposes of injuring Booz Allen by damaging its client and employee relationships.

191. Booz Allen has lost much of its advantage over its competitor Deloitte, and was forced to devote significant resources to rebuild the Booz Allen IDIL Team, ascertain the extent of the damage done to Booz Allen's interest, and recover Booz Allen Information. Booz Allen also suffered damages to its client relationships, delayed delivery of projects, and expended its own money to complete projects, thereby decreasing its anticipated profits.

192. As a result of Defendants' unlawful actions, Booz Allen suffered, and continues to suffer, injury to its business interest.

DEMAND FOR JURY TRIAL

193. Pursuant to Federal Rule of Civil Procedure 38(b), Booz Allen demands a trial by jury of all claims asserted in this Amended Complaint that are triable by a jury.

PRAYER FOR RELIEF

WHEREFORE, Booz Allen asks this Court to award the following relief:

1. Compensatory and other damages in an amount to be proved at trial.

2. Permanent injunctive relief ordering Harr and Veluz to:
 - (i) Specifically perform according to the requirements of Harr Confidentiality Agreement and Veluz Confidentiality Agreement, respectively;
 - (ii) Return to Booz Allen, and retain no copies of, any and all of Booz Allen Information in Defendants' possession, custody, or control;
 - (iii) Provide a detailed written explanation of each and every incident of use and/or disclosure of Booz Allen Information; and
 - (iv) Provide written assurances that:
 - (a) Defendants no longer have any Booz Allen Information in their possession, custody, or control; and
 - (b) Defendants have not used or disclosed any other Booz Allen Information, in whole or in part, except as described above.
3. Permanent injunctive relief ordering the Deloitte Defendants to (i) return all Booz Allen Information that is in the Deloitte Defendants' possession, custody or control, and retain no copies thereof, and (ii) prohibit the Deloitte Defendants from using and disclosing such information;
4. Disgorgement of any profits;
5. Recovery of the Former Booz Allen Defendants' compensation that Booz Allen paid to them;
6. Punitive damages;
7. Investigative costs;
8. Costs and reasonable attorneys' fees; and

9. Such other and further relief that the Court may deem appropriate, or as to which Booz Allen may show it is entitled at trial.

Dated: June 17, 2014

/s/ David A. Ward
David A. Ward
William H. Healey
Kluger Healey, LLC
219 Broad Street
Red Bank, NJ 07701
T: (732) 852-7500

Carl Nichols (*pro hac vice*)
Blake Roberts (*pro hac vice*)
Wilmer Cutler Pickering Hale and Dorr LLP
1875 Pennsylvania Avenue, NW
Washington, DC 20006
Telephone: (202) 663-6000
Facsimile: (202) 663-6363
Email: Carl.Nichols@wilmerhale.com;
Blake.Roberts@wilmerhale.com

Joanne E. Waters (*pro hac vice pending*)
Verma & Waters, LLP
2020 Pennsylvania Ave., NW, No. 277
Washington, DC 20006
Telephone: (202) 888-7877
Facsimile: (202) 888-7830
Email: Jwaters@vermawaters.com