

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

INTEGRITY TRADE SERVICES, INC.,)	
)	
Plaintiff,)	Case No. 3:15-cv-205
)	
v.)	
)	
INTEGRITY EMPLOYMENT PARTNERS, LLC,)	
INTEGRITY TRADE SERVICES, LLC,)	
JANICE HERNANDEZ,)	
JAMES HERNANDEZ,)	
TIFFANY HEINEMAN,)	
MICHAELA WILLIAMS, and,)	
JASON REIS,)	
)	
Defendants.)	

VERIFIED COMPLAINT FOR IMMEDIATE INJUNCTIVE AND OTHER RELIEF

Plaintiff, Integrity Trade Services, Inc., by its undersigned attorneys, makes this complaint against the following parties: James Hernandez; Janice Hernandez; Tiffany Heineman; Michaela Williams; Jason Reis; Integrity Trade Services, LLC; and Integrity Employment Partners, LLC.

PARTIES, CO-CONSPIRATORS, JURISDICTION AND VENUE

1. Plaintiff, Integrity Trade Services, Inc. (sometimes, “ITS”), is an Illinois corporation with its principal place of business and headquarters in Frankfort, Will County, Illinois. ITS is a national staffing services company, doing businesses in multiple states from its current compliment of physical offices in Florida, Illinois, Indiana and Texas. ITS is wholly owned by John E. Cumbee, III (“Cumbee”), a resident of Frankfort, Will County, Illinois.

2. In or about August 2008, ITS acquired all of the operational assets of the then existing Knox, Indiana business of CES America, Inc. (“CES”), an Arizona based staffing

company (the “Knox Acquisition”). In connection therewith, ITS registered with the Indiana Secretary of State as a foreign corporation doing business in Indiana. The Knox office of CES was then, and remains today (leased by ITS) at premises located at 1303 South Heaton Street, Knox, Indiana (the “Knox Facility”). In connection with the Knox Acquisition, ITS also hired most, if not all, of the CES employees then working at the Knox Facility, including defendants James and Janice Hernandez.

3. As of the time of the Knox Acquisition, the Knox Facility serviced customers, and has continued, generally, to service customers, in Starke County and within a roughly 50 mile radius of Knox, which includes businesses located in the immediately surrounding counties: Porter, LaPorte, St. Joseph, Marshall, Jasper, Pulaski and Fulton. The business operated from and serviced by the Knox Facility is herein referred to as the “Knox Business.” Since the Knox Acquisition, and as detailed below, ITS has invested well over \$1 million to build the Knox Business and, correspondingly, the ITS “brand,” as to the Knox Business (exclusive of its other efforts to build its brand as to its other non-Knox Business business).

4. Defendant, James Hernandez (sometimes, “James”), is a citizen of Indiana, residing at 5116 East Johnson Street, Knox, Starke County, Indiana (the “Hernandez Home”). James worked for ITS from the effective date of the Knox Acquisition until April 30, 2015 (the “Discharge Date”), when he was involuntarily terminated as an ITS employee for engaging in a conspiracy and scheme to solicit away and convert the then current (a) office employees of the Knox Facility, (b) at least the active ITS field employees servicing the Knox Business, and (c) customers comprising the Knox Business – to Integrity Employment Partners, LLC, an Indiana limited liability company formed to process the Knox Business converted from ITS for the benefit of James and his next-named co-conspirators (collectively, the “Integrity Conversion

Scheme”). James’ W-2 income (excluding the monetary equivalent of earned benefits) from ITS for 2014 was in excess of \$75,000.

5. Defendant, Janice Hernandez (sometimes, “Janice”), is the wife of James, and is a citizen of Indiana, residing at the Hernandez Home. Like James, Janice became employed by ITS in connection with the Knox Acquisition and, like James, has been an integral part of the Knox Business, such that Cumbee and ITS reposed the utmost confidence and trust in their (James’ and Janice’s) management and operation of the Knox Business. For example, Cumbee trusted Janice and James so much (including in their operation of the Knox Business) that he not only participated in many of the Hernandez family events, but also authorized loans to them from ITS of nearly \$50,000 to avert and aid challenging family financial issues and even allow them to take luxurious vacations (the “ITS Loans”). The ITS Loans are detailed, below, in Count XIII, as they have not been repaid. Janice’s W-2 income from ITS (excluding the monetary equivalent of earned benefits) for 2014 was in excess of \$82,000. Like James, Janice is a full-fledged conspirator in the Integrity Conversion Scheme, and likely its “mastermind.”

6. In their fiduciary roles as key inside employees of the Knox Facility and managers of the Knox Business, James and Janice had full access to the Knox Facility, maintained its records (e.g., the computer network and “hard” files of the customers, and office and field staff employees, of the Knox Business, etc.), and were otherwise fully acquainted with and have in depth knowledge of the Knox Business, by virtue of their work for ITS at the Knox Facility since the Knox Acquisition. James and Janice also had access to and knew all of the proprietary and trade secret customer, prospect and employee information of the Knox Business, which at all times was owned by ITS and maintained by ITS on its central server located in its Frankfort, Illinois headquarters (the “Frankfort Server”), which is used to support all of ITS’ business in at least Florida, Indiana, Illinois and Texas.

7. Defendant, Tiffany Heineman (sometimes, “Tiffany”), is the niece of Janice and a resident and citizen of Knox, Starke County, Indiana. Tiffany was hired by ITS at the request of James and Janice, roughly three (3) years ago, on or about May 20, 2012. Her 2014 W-2 income from ITS (excluding the monetary equivalent of earned benefits) was in excess of \$30,000. Like James and Janice, Cumbee and ITS reposed the utmost confidence and trust in Tiffany’s work with her family members in the Knox Business. For example, Cumbee authorized ITS to pay Tiffany extra-contractual maternity benefits of nearly \$3,000 in February and March, 2015, during the same time period, unbeknownst to him, that she and her co-conspirators were planning to steal the Knox Business from him, pursuant to the Integrity Conversion Scheme. Further, Tiffany is fully acquainted with and has in depth knowledge of the Knox Business, not only by virtue of her work for ITS at the Knox Facility for three years, but also because she was trained and educated by James and Janice, who had access to and knew all of the proprietary and trade secret customer, prospect and employee information of the Knox Business.

8. Defendant, Michaela Williams (sometimes, “Michaela”), is the daughter of Janice, and a citizen of Indiana, residing in the Hernandez Home. Michaela Williams has been employed by ITS since December 2011, and, like James, Janice and Tiffany, is not only an employee in whom Cumbee and ITS reposed the utmost confidence and trust, but also is fully acquainted with and has in depth knowledge of the Knox Business. Michaela, like James and Janice, had full access to and knew all of the proprietary and trade secret customer, prospect and employee information of the Knox Business, for the same reasons as those applicable to Tiffany. Michaela’s 2014 W-2 income from ITS (excluding the monetary equivalent of earned benefits) was in excess of \$23,000. Like James, Janice and Tiffany, Michaela is a full-fledged conspirator in the Integrity Conversion Scheme.

9. Defendant, Jason W. Reis (sometimes, “Jason”), is a citizen of Indiana, residing at 3052 Thornhill Court, Valparaiso, Porter County, Indiana (the “Reis Home”). Jason Reis is the ex-son-in-law of James and Janice, having been married to Janice’s daughter, Amanda Williams Reis. Jason formerly worked at a customer of ITS, and knows Cumbee well. Jason is fully aware that Cumbee not only owns ITS (and that any other contention is false), but also that Cumbee, through ITS, supported James, Janice, Tiffany, Michaela and his former wife, Amanda, in the ways alleged herein, including by providing the ITS Loans. Jason is a full-fledged conspirator in the Integrity Conversion Scheme, including because he knew full well what James, Janice, Tiffany and Michaela were doing in effectuating the Integrity Conversion Scheme, and provided them financial and other assistance in doing so.

10. James, Janice, Tiffany and Michaela are herein referenced, sometimes, as the “Knox Office Managers,” and with Jason, the “Individual Defendants.” In the last two weeks in April 2015, ITS began to discover various anomalies in the Knox Business, which alerted it to what it ultimately learned to be the Integrity Conversion Scheme. These anomalies included a drop off in weekly gross sales, the formation of Integrity Employment Partners, LLC (“IEP”) as detailed below, and checks issued by existing ITS customers made payable to IEP (and not ITS) for ITS employees supplied to them by the Knox Facility prior to the Discharge Date.

11. While Cumbee, for ITS, had planned to travel to the Knox Facility on April 30, 2015, to offer Janice an inducement, in the nature of the forgiveness of the balance of the ITS Loans, to increase the volume of the Knox Business, Cumbee instead used that planned visit and opportunity to confront the Knox Office Managers with the Integrity Conversion Scheme and, not denying their culpability, involuntarily terminated their employment, effective as of roughly noon on the Discharge Date.

12. Millbranth & Bush, LLC is an Indiana limited liability company, engaged in the practice of law, with its principal place of business at 2601 South Chicago Street, Valparaiso, Indiana (the “Law Firm”). Mr. Steven M. Bush is one of two principals of the Law Firm. The Law Firm has, for some time, represented Jason, and has acted for the Knox Office Managers in furtherance of the Integrity Conversion Scheme. The Law Firm is, on information and belief, representing IEP, and copying Janice as its contact person, on correspondence, defined below as the Law Firm Letters, at the behest of and based on payment for its services, by Jason.

13. Defendant, Integrity Employment Partners, LLC (“IEP”), is an Indiana limited liability company with its principal place of business at the Hernandez Home. Janice is the designated registered agent. IEP was formed by Jason on or about February 25, 2015 (while the Knox Office Managers were still employed by ITS), when he executed a Certificate of Organization and submitted it to the Indiana Secretary of State for IEP, on behalf of the Individual Defendants. On information and belief, IEP is owned by one or more of the Individual Defendants. Jason aided the Integrity Conversion Scheme, at least in part, by funding the fees incurred by the Law Firm.

14. Defendant, Integrity Trade Services, LLC, is an Indiana limited liability company with its principal place of business at the Reis Home (“Integrity Trade Services, LLC”). The Law Firm is the designated registered agent for Integrity Trade Services, LLC, which was formed by Jason on or about May 6, 2015, when he executed a Certificate of Organization and submitted it to the Indiana Secretary of State on behalf of the Individual Defendants. On information and belief, Integrity Trade Services, LLC is owned by one or more of the Individual Defendants.

15. Subject Matter Jurisdiction is proper in this Court, pursuant to (a) 28 U.S.C. § 1331, founded upon the existence of questions arising under the Lanham Act, 15 U.S.C. § 1125

and the Computer Fraud and Abuse Act, 18 U.S.C. § 1030(a)(4) (the “CFAA”), and (b) 28 U.S.C. § 1367 (supplemental and pendent jurisdiction) as to the multiple state law claims arising out of the Integrity Conversion Scheme.

16. Personal Jurisdiction is proper in this Court as to all defendants, as they are citizens of and reside in the state of Indiana, they regularly conduct business in Indiana, and both IEP and Integrity Trade Services, LLC are entities formed under the laws of the state of Indiana with their principal place of business in Indiana.

17. Venue is proper in the Northern District of Indiana, South Bend Division, pursuant to (a) 28 U.S.C. § 1391(b)(1), because all defendants reside in Indiana and all defendants reside in this judicial district, and (b) 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to ITS’ claims occurred in this District and this Division.

BACKGROUND AND THE INTEGRITY CONVERSION SCHEME

18. As a national staffing services company, ITS provides companies with a variety of labor and staffing services, from part-time to temporary to full-time and conversion employees, payroll and paycheck services, and disaster relief services. Most often, ITS recruits, screens and interviews individuals who are then hired as employees of ITS and places its employees with companies, who are ITS’ customers, depending on the customers’ needs. From offices in at least four states, ITS does business both in and outside those states, thus conducting its business operations in interstate commerce.

19. ITS has, since its inception in 2008, used and advertised its trade name in multiple ways, including by maintaining its nationwide interactive website that facilitates the placement of employees with employers in the ways that ITS promotes its staffing services. ITS has used its trade name on the radio, television and internet advertisements, and on office

signage, stationary, e-mail communications, newsletters and news flashes, and on marketing materials, brochures and company literature. No ITS sales person visits a customer without leaving a business card with the trade name Integrity Trade Services. ITS also advertises on various internet websites and social media platforms (e.g., LinkedIn, Career Builder, Craigslist, Facebook, etc.), and has invested time, effort and money in listings in the local “yellow pages,” new on-line versions of the yellow and/or white pages, and many other media sources. The use of trade name Integrity Trade Services is often associated with local advertising, as to specific regions that ITS services, such as to the Knox Facility, as more fully described below.

20. ITS has hundreds of customers throughout the United States, who collectively generate millions of dollars in gross revenue, and whose confidential customer information is stored in databases resident on the Frankfort Server, including customers that comprise the Knox Business. ITS also employs in excess of one thousand employees to service its customer base, all of whom have personal, confidential information that belongs to ITS and is stored in databases also resident on the Frankfort Servers. Additional information as to customers and employees are maintained in physical “hard” files in ITS’ offices, typically in file drawers required to be locked and maintained as confidential and limited in access to those who need to access such files.

21. As to each customer (including those comprising the Knox Business), ITS maintains key inside contact information, billing rates, employment preferences, staffing needs, marketing information and similar additional confidential customer information. As to field staff employees, ITS maintains key contact information (including cellular and other emergency phone numbers), private and confidential employment information, wage rates and other relevant information, such as employee schedules, availabilities and capabilities. ITS also maintains the identities of prospective customers and employees (e.g., those not yet staffed,

hired or placed, etc.), marketing materials, materials relating to ITS' strategic approach to its core business, business plan documents, and sensitive financial information, including profit margins and information as to its costs of doing business. Collectively, this information is referred to as "ITS' Protected Information."

22. Generally, key office and managerial personnel of ITS access ITS' Protected Information through ITS owned computers which are provided to such employees for use in their work for ITS. All access to ITS' Protected Information is subject to password protection and otherwise available only through physical files kept in secured file cabinets. Further, ITS generally requires all of its field and office employees with access to ITS' Protected Information to execute non-solicitation, non-competition and confidentiality agreements, and otherwise maintains employee handbook policies requiring its employees to maintain as confidential and not disclose beyond those who need to know ITS' Protected Information. Regardless, all ITS employees are obligated to maintain as confidential and not steal ITS' Protected Information, including based upon their fiduciary duties owed to the company.

23. As to the Knox Office Managers, neither James nor Janice executed any confidentiality or other restrictive covenant agreements with ITS, as they separated from CES and were promptly rehired by ITS in connection with the Knox Acquisition. Tiffany, on the other hand, executed in connection with her employment with ITS a non-solicitation agreement, which precludes her for a period of one year from soliciting ITS' customers and employees ("Tiffany's Agreement"). Tiffany's Agreement, a valid and enforceable contract, was executed by her, and Cumbee, for ITS, and witnessed by Janice. A true and correct copy of Tiffany's Agreement is attached as Exhibit A.

24. Based on information available in Janice's personnel file, Janice clearly understood the need to maintain ITS' Protected Information, as she required her niece

(Shannon) to execute a non-compete and confidentiality agreement, and insisted that ITS pursue Shannon legally when Shannon quit working for ITS and went to work for a competitor in Indianapolis. Whether Michaela executed any form of confidentiality and/or non-solicitation/competition agreement with ITS is unknown, as her personnel file, as more fully alleged below, was removed from the Knox Facility by the Knox Office Managers shortly before the Discharge Date as part of the Integrity Conversion Scheme.

25. ITS has since its inception in 2008 invested substantial amounts of time, money and effort to build its business, its trade name and its brand. In addition to the ways in which it uses its trade name in commerce (as alleged above), and the expense associated therewith, ITS has invested several million dollars to create key customer, employee and related data, stored in its computer databases (and physical files) for its national business, including its Knox Business. Putting aside a significant investment in infrastructure for the Knox Facility in connection with the Knox Acquisition, ITS paid the Knox Office Managers (not including other former related Knox Facility employees) in excess of \$1.1 million in compensation alone (not including the monetary equivalent of earned benefits and the ITS Loans) to build the Knox Business. Through these, and other efforts, including community based efforts (like its disaster relief programs), ITS has created substantial good will in using the trade name Integrity Trade Services in the states in which it conducts its staffing operations and, as to this case, as to the Knox Business. By virtue of ITS' continued use of the trade name Integrity Trade Services, it has become and is distinctive and well-recognized in the staffing services industry, possessing a strong secondary meaning and has extremely valuable good will attached to the trade name, including as to the Knox Business.

26. Since the Knox Acquisition, ITS has built upon its efforts to generate a strong, distinctive and well-recognized trade name in the Indiana staffing services industry which

comprises the Knox Business. In addition to its national, internet and other advertising alleged above, which also support and promote the Knox Facility, ITS has continuously run local advertisements in *The Pilot News*, the newspaper serving Knox, Starke County and surrounding counties, through multiple Starke County Chamber of Commerce (“SCCC”) events such as annual golf outings, and buying “tables” at SCCC events and at chamber meetings. ITS also regularly invests in multiple client promotional events, and builds referral networks targeted at the brand flown under the flag of its trade name.

27. Since 2008, Integrity Trade Services has developed, maintained and done business with dozens of customers which comprise the Knox Business and, as of the Discharge Date, had roughly 20 active customers, for whom it provided staffing services in 2015 (the likely minimum period of fiduciary duty breach by the Knox Office Managers), and who collectively accounted for roughly \$80,000 in average weekly gross revenue prior to the Integrity Conversion Scheme. ITS maintains ITS’ Protected Information as to these customers, and non-active customers, as it does for its cadre of field employees, both active and inactive. Collectively, such subset of ITS’ Protected Information is valuable to a competitor, and would easily provide any competitor, particularly one basing its business on that information, with a substantial competitive edge.

28. During their employment with ITS, the Knox Office Managers were regularly provided with access to ITS’ Protected Information, as they were key managerial employees of the Knox Facility responsible for the Knox Business. Further, each was duty bound (including by virtue of their fiduciary duties owed to ITS) to maintain ITS’ Protected Information as confidential, not to use it for their own personal gain, and not to convert it for their own personal use following any separation from ITS, effective in this case on the Discharge Date. Yet, starting long before the Discharge Date, the Knox Office Managers, aided by Jason, and

thus Individual Defendants, engaged in concerted, intentional activity to convert the Knox Business for themselves, raid the employees and customers of ITS administered and managed by the Knox Office Managers at the Knox Facility, and otherwise destroy ITS' Knox Business – maliciously, willfully and with malice aforethought.

29. More particularly, starting at least on or about February 25, 2015, and on information and belief well before that date, at least Jason, and Janice and James (while employed by ITS), formed Integrity Employment Partners, LLC, as alleged. The Individual Defendants used the word “Integrity” in the name of their new venture in a direct attempt to benefit from Integrity Trade Services' well-known trade name, to confuse customers and employees, and ultimately to steal that name, the Knox Business, and otherwise effect the Integrity Conversion Scheme. James and Janice did so with the full cooperation and participation of Jason, Tiffany and Michaela. For example, not only did Jason establish IEP, but he assisted the Knox Office Managers in funding their competing venture, long before the Discharge Date. Tiffany and Michaela used their knowledge of the Knox Business, and at least ITS' Protected Information related thereto, including using their personal cell phone numbers, to actively divert customers and employees of ITS to IEP.

30. ITS pays many of its field staff employees using what is known as a Global Cash Card (“GCC” or “GCCs”). A GCC allows ITS to fund payroll directly to the GCC for the benefit of an employee, so the employee has readily available cash, much like a bank debit card. Blank GCCs are issued to ITS, who logs the individual card numbers, distributes them to employees, and then tracks them, including to ensure that they are properly funded. On or about April 23, 2015, ITS learned of several discrepancies in its GCC system. One employee who had a GCC was attempting to have the GCC funded *by IEP*, despite that ITS was required to be the source of funds for ITS GCCs. As such, ITS and its GCC vendor suspected fraud. When

contacted about the potential fraud by ITS' headquarters, Janice responded that the employee "had disappeared" and "was out of Janice's hair," implying the problem was tied to the particular employee.

31. ITS subsequently learned of three GCCs that were attempted to be funded, but for ITS employees who were not recorded in ITS' system as having worked during the period in question (for the payroll period ending April 24, 2015) and thus were not billed to any ITS client. As such, there would be no reason to pay these employees. Yet another ITS held GCC was for an employee for whom ITS had no record of ever having been hired by ITS. Ultimately, IEP, through the Knox Office Managers, while employed by ITS, were using ITS GCCs in connection with their secretive hiring of employees for IEP, and/or their use of ITS employees to staff business converted to IEP, which in turn was billed to the customer with the direction to be paid to IEP, and not ITS, as more fully alleged.

32. While IEP and the Individual Defendants were not successful in inducing ITS to "make payroll" for employees who were not recorded as having worked for ITS, and hence were not billed by ITS, for the periods in question, the Knox Office Managers were so brazen about their usurpation and use of the ITS GCCs, that Michaela contacted ITS' home office and asked it to replenish the Knox Facility's stock of GCCs, just before the Discharge Date (using ITS obtained property for their secret hidden business). This was an obvious attempt to obtain ITS' blank GCC stock for use in their new business.

33. In order to induce ITS customers to use ITS converted employees to IEP, paid in various ways, such as through a GCC, without detection, and before the Discharge Date, the Knox Office Managers directed current ITS customers to submit their "weekly hours" to Janice and/or James, by sending them an e-mail or a text message to their cell phones. By doing so, the Knox Office Managers sought to divert ITS customer billings to IEP, and deprive ITS of its

customers, many of whom had been with ITS for years. Subsequently, ITS confirmed this scheme, by its receipt of two checks from existing ITS customers, made payable to Integrity Employment Partners, and for billing that was not issued by ITS.

34. To continue to conceal their scheme, and all before the Discharge Date, the Knox Office Managers created a new post office box – Post Office Box 713 in Knox, Indiana, for converted customers to mail their checks. Even though the Individual Defendants instructed their converted customers to mail their checks to the new P.O. Box, two customers made mailing errors. While one customer changed the mailing address on the check, itself, the other failed to do so, and both checks were inadvertently sent to the ITS' existing and longstanding payment post office box in Frankfort, Illinois. A copy of two checks issued before the Discharge Date by existing customers of ITS but payable to IEP, including one to IEP's new post office box are attached as Exhibit B.¹ Well before the Discharge Date, the Knox Office Managers were operating in full force to effect the Integrity Conversion Scheme.

35. As part of their scheme, many customers were told prior to the Discharge Date (and on information and belief have been told for some time) that at least James and Janice owned ITS and/or its Knox Facility and Knox Business. In fact, Cumbee learned on or about the Discharge Date (in connection with his changing the lock for the Knox Facility) that the Knox Office Managers had misrepresented their status and that of ITS to the landlord, leading the landlord to believe that they owned and controlled the Knox Facility, when in fact ITS had been paying the Knox Facility rent for years, dating back to 2008. Further, and prior to the Discharge Date, the Knox Office Managers issued a letter, identical to that of ITS, advertising the

¹ ITS' customers' names and billing rates are a trade secret, and therefore, ITS' customers' names and amounts paid are redacted. Names of customers, including as to these two checks and otherwise currently or formerly part of the Knox Business and relationships harmed by the Integrity Conversion Scheme, will be provided to the court for *in camera* inspection or filed under seal.

existence of IEP at the Knox Facility address, which was part and parcel of the conspiratorial efforts of the Individual Defendants to raid the Knox Facility, convert the Knox Business and to otherwise implement the Integrity Conversion Scheme. A true and correct copy of this letter is attached as Exhibit C.

36. Upon his arrival at the Knox Facility on the Discharge Date, Cumbee, as alleged, confronted the Knox Office Managers, including that he and ITS knew all about IEP. None of the Knox Office Managers denied their wrongdoing. After they were escorted from the premises, and the locks changed, ITS discovered that the Knox Office Managers had removed from the office physical files for at least the key, active customers (roughly 20 files) and employees, the latter of which likely constitutes a violation of the Indiana Criminal Code (e.g., identity deception under Ind. Code § 35-43-5-3.5). More particularly, as of the Discharge Date, approximately 87 personnel files – representing all of the active (i.e., currently assigned) field employees were removed from the Knox Facility by the Knox Office Managers, with one exception – a single employee that Janice viewed as being “too much trouble.” By taking the files of all of the active employees, the Knox Office Managers made clear their intent to not only convert those employees to IEP employees, but also to convert those employees who serviced ITS’ most profitable customers, which is why the files for those customers were also removed from the Knox Facility. Finally, ITS confirmed that each of the Knox Office Managers deleted at least the last week of e-mail and other data resident on their ITS computers before the Discharge Date, which (a) is valuable ITS’ Protected Information, and (b) was intended to further conceal from ITS the Integrity Conversion Scheme. Some of the data deleted by the Knox Office Managers was permanent, and is believed to never to be recoverable, despite forensic efforts underway by ITS to assess the damage inflicted in connection with the Integrity Conversion Scheme.

37. In the months between at least their formation of IEP and the Discharge Date, the Knox Office Managers not only engaged in the solicitation of ITS customers, and their staffing, plus diverting funds to IEP, but also took active steps to conceal from ITS the details of the Integrity Conversion Scheme. For example, and without limitation, the Knox Office Managers made entries in the database of information for many of the customers who they converted, to lead ITS to believe that the customers were no longer in need of temporary staffing services from ITS. As to one customer, who was converted, staffed, and paid IEP, the Knox Office Managers entered that the customer was no longer doing business with ITS due to a “Lost Order,” which in staffing parlance means the order was placed with a competitor of ITS. As to another customer, the Knox Office Managers simply entered into the database that the “assignment ended.”

38. ITS’ payroll period is weekly, and ends on Sunday (for the preceding week). ITS issues its invoicing for the payroll period in question effective on the Sunday ending payroll date. The invoices bearing this date are transmitted to customers the following Wednesday. IEP tracked this method, exactly, in issuing invoices to converted ITS customers, to further conceal and confuse these customers as to the “Integrity” company with whom they were dealing. For the payroll period ending April 12, 2015, ITS’ weekly gross billings were roughly \$75,000, yet dropped in succeeding weeks to roughly \$57,000 (for the week ending April 12, 2015, and which is the week in which ITS was alerted to the Integrity Conversion Scheme), to roughly \$50,000 (for the week ending April 26, 2015), and to roughly \$45,000 (for the week ending May 3, 2015, which includes the Discharge Date). This loss in sales is a direct result of the conversion by IEP and the Individual Defendants of the Knox Business, before the Discharge Date, in breach of their fiduciary duties.

39. Prior to the discharge date, and likely for the payroll period ending Sunday, May 3, 2015, several ITS employees (who do not get paid by direct deposit or via a GCC) came into the Knox Facility, confused as to how they would be paid. In response, they were shown by one or more of the Knox Office Managers the Certificate of Organization for IEP, and directed to pick up their checks at the Hernandez Home. These employees were not being paid by ITS, and thus would have to obtain their paychecks in some other fashion, as they has already been converted to IEP employees, staffed at converted ITS customers.

40. Within two hours of being fired from ITS on the Discharge Date, the Knox Office Managers sent e-mails on behalf of Integrity Employment Partners to each of the customers then doing business with ITS from email addresses with the suffix *integrityemploy.com* (the “IEP Domain”) and providing cell phone numbers for James and Janice. This was done to further and continue the diversion of customers from ITS to IEP as part of the Integrity Conversion Scheme. The IEP Domain was registered with GoDaddy by a local computer firm, W.A. DeGroot Technology Services, Inc., on March 16, 2015, long before the Discharge Date and the slide in sales for the Knox Business (and hence the conversion of ITS customers to IEP).

41. The Knox Office Managers also contacted ITS customers, prior to the Sunday payroll date of May 3, 2015, but after the Discharge Date, seeking to have them transmit the “hours worked” by field staff employees at the customer’s facility during the preceding week (including on days prior to the Discharge Date), so that IEP could invoice the labor to the customer. This contact created substantial confusion, such that customers began calling the Knox Facility (which by that time was re-staffed by loyal ITS employees) and/or ITS’ headquarters, asking why the customer should submit payroll hours to James or Janice and not ITS, as they had been doing for years, or words or comments to that effect. Other customers

contacted ITS to inform them that they had been requested by James and Janice to submit hours as described, and questioning who they are to deal with as to their staffing needs.

42. For years (and since 2008), ITS has paid taxes to the State of Indiana in connection with it doing business in the State (e.g., state income taxes, franchise taxes, county taxes, and state unemployment taxes, etc.). Each year, ITS has paid its annual franchise fees for its foreign corporation registration. However, in 2013, ITS moved its corporate headquarters, and did not receive in the mail from its Indiana registered agent the 2013 annual franchise report. As a result, ITS' annual filing lapsed, and its foreign corporation registration was revoked in December 2013. ITS has since taken the steps and made the filings necessary to ensure its ability to properly conduct business in Indiana (as it has continuously done since 2008).

43. In connection with their formation of IEP, the Individual Defendants, aided by the Law Firm, learned of this fact, and sent Cumbee a letter dated May 5, 2015, advising ITS, among other things, that ITS is "operating illegally" in Indiana, and has no status to commence litigation, or to continue to operate in Indiana. The letter threatened suit if ITS continued to do business in Indiana and asserted that James and Janice Hernandez can operate in Indiana as IEP without repercussion. A true and correct copy of the Law Firm's May 5 letter is attached as Exhibit D.

44. On May 6, 2015, Reis, as alleged, aided by the Law Firm, executed and filed a Certificate of Organization for Integrity Trade Services, LLC, with the express intent to obtain the particular name of ITS so as to further the efforts of the Individual Defendants and IEP to effect the Integrity Conversion Scheme (and for no other reason). As such, on May 6, the Law Firm sent Cumbee a letter that same day, advising that the name Integrity Trade Services, Inc. was no longer available to ITS, that it was taken as of May 6, 2015, and threatening to file suit

to enjoin ITS from doing business in Indiana if it attempts further use of that business name, formally demanding that ITS cease doing business. This letter was written in furtherance of and to complete the Integrity Conversion Scheme. A true and correct copy of the May 6 letter from the Law Firm is attached as Exhibit E, and together with the May 5 Law Firm letter are referred to as the “Law Firm Letters.”

45. The Law Firm Letters are false and misleading, for at least seven reasons. First, ITS obtained a certificate of authority when it first started to do business in Indiana, as required by the Indiana Business Corporation Law (the “IBCL”). Second, nothing in the IBCL states that a foreign corporation cannot do business in Indiana after its certificate of authority lapses (regardless of prompt remedial efforts). Third, only two consequences can possibly flow from failing to obtain a certificate of authority (which ITS did) – the foreign corporation cannot bring an action in an Indiana state court and is subject to a fine. Fourth, failing to file an annual franchise report under the circumstances does not render ITS’ Indiana activities illegal, even if transacting business is a proscribed result, as the IBCL expressly contemplates the transaction of business in interstate commerce by corporations who never obtain a certificate of authority (which ITS did).

46. Fifth, nothing precludes a foreign corporation from asserting federal and/or state pendent claims in a federal court in Indiana, even if it never obtained a certificate of authority. Sixth, neither the Individual Defendants, IEP nor Integrity Trade Services, LLC has any authority and/or standing to enjoin ITS in Indiana as asserted in the Law Firm Letters. Finally, by holding themselves out as Integrity Employment Partners or any other business name using the name Integrity, the Individual Defendants, aided by the Law Firm, are in violation of several federal and state laws, as alleged in this Complaint, rendering their use of the name Integrity illegal.

47. During the week of May 4, at least the Knox Office Managers visited the premises of and/or otherwise communicated with multiple ITS Customers, including those who they were not (yet) successful in converting prior to the Discharge Date, and including at least one ITS customer based in Illinois. Among other things, they handed (or otherwise transmitted) the Law Firm Letters to key inside contacts of these customers (who they would not have known but for their misappropriation of ITS' Protected Information), to induce them to stop doing business with ITS. These ITS customers were confused as to who they were doing business with; some asked questions in an attempt to understand the difference; some asked for explanations as to the Law Firm Letters; some demanded to see ITS' business licenses for Knox and current certificates of insurance. On information and belief: these customers were told other false information, like the Knox Facility landlord had been paid by the Knox Office Managers; and the Law Firm was fully aware, and approved, the use by the Individual Defendants of the Law Firm Letters to interfere with the contracts and prospective economic advantage of ITS in its relationships with its customers and otherwise as an active participant in the conspiracy by the Individual Defendants to destroy the business of ITS.

48. On May 12, 2015, two employees, converted to IEP from ITS, came into the Knox Facility (after ITS had taken back control), to obtain information about "starting employment" with two of ITS' customers. Confused about who their employer was, they told ITS management that they had filled out "Integrity applications," at the local Library, and explained that their contact person in case of a work related issue was either Tiffany and/or Michaela, showing the ITS staff the personal cellular telephone numbers for Tiffany and Michaela. Thus, just like customers of ITS, its own employees were confused as to who was the identity of their employer, who they were working for and what to do in the event of work related issues. The Integrity Conversion Scheme has created actual confusion among

employees, customers, potential employees and customers, and within the Knox Business community as to the identity, origin, authority and connection of IEP and ITS.

49. As of the Discharge Date, or shortly thereafter, and certainly as early as May 11, 2015, IEP began to advertise its services on Facebook, listing various positions available for temporary employment. A cursory review of these listings shows that they are for positions at customers of ITS and/or prospects of ITS, recruited and developed by the Knox Office Managers prior to the Discharge Date and which are part and parcel of ITS' Protected Information. On information and belief, relevant contact information for certain prospective customers for ITS was never entered into ITS' databases by the Knox Office Managers, upon their own initiative and in contravention to ITS policy and procedure, as part of the Integrity Conversion Scheme, in order to avoid detection and benefit IEP at the expense of ITS. These listings for available positions further demonstrate that the Individual Defendants converted, and continue to seek to convert, and thus interfere with, existing ITS customer relationships. Copies of these Facebook postings are attached as Exhibit F.

50. As of the Discharge Date, or shortly thereafter, and certainly as early as May 6, 2015, IEP expanded its interstate and internet marketing presence using the misappropriated ITS' Protected Information, including stolen hard files from the Knox Facility, by marketing itself on the Internet through indeed®, explaining nationwide that ITS has a “new location” and is “now hiring,” then referencing IEP – Knox, Indiana, located at 305 North Heaton Street, Knox, Indiana, just blocks from the long standing ITS Knox Facility. This is the first street address that IEP has established, which on information and belief they obtained aided by Jason.

51. IEP continues in its indeed® advertisement stating that “Integrity Employment Partners has branched off, restructured and moved.” It then encourages potential applicants to apply, now, through a new phone number, apparently having upgraded its competitive efforts

from accepting applications at the local Knox library. In this advertisement, IEP states that it is hiring general laborers, welders and assemblers in Knox, Winamac, Rochester, Plymouth and Culver, the same cities where ITS has long standing customers who comprised the Knox Business. In another advertisement, IEP states that it is currently hiring welders for multiple companies in the Knox and Winamac areas, and seeks resumes to be sent to mkw@integrityemploy.com to apply for jobs at converted ITS customers. MKW stands for Michaela Williams, whose middle initial per public records is K, and is supported by the IEP Domain.

52. As of May 17, 2015, IEP even maintained several advertisements simply calling itself “Integrity” and not even including the words “Employment Partners.” One advertisement first posted on indeed® on or about May 6, 2015, contains two mentions of “Integrity” but no mention of Integrity Trade Services or Integrity Employment Partners. The advertisement reads:

1st Shift Steel Laborers

Integrity – Winamac, IN

Integrity is currently hiring for a steel company located in Winamac, IN. This is a 1st shift position and the starting pay is \$10/hour but with good attendance and work ethic you will get a \$1 incentive and be bumped up to \$11/hour!

The advertisement, attached here to as Exhibit G, instructs applicants to send a resume and informs them that: “Our office is located at 305 N. Heaton St., Knox, IN,” the new address and provides the new phone number. Additional advertisements for welders and concrete laborers listing only “Integrity,” but based on address, phone number and/or other facts described above, are clearly from IEP, are attached hereto as Exhibit H. One advertisement IEP posted for welders on or about May 4, 2015, is nearly identical to the advertisement the Knox Office Managers posted for welders on behalf of ITS on or about April 22, 2015 on ITS’

website, such that the Knox Office Managers have obviously copied, directly, in violation of federal copyright laws, portions of ITS' website.

53. The damage caused to ITS by the Individual Defendants, and IEP, by virtue of the Integrity Conversion Scheme, is irreparable. Further, even if ITS secures injunctive relief, to restore the *status quo ante*, its ability to conduct the Knox Business has been injured most importantly by the damage to its good will and the injury and confusion created as to its trade name. The conduct of the Individual Defendants, acting through IEP and in creating Integrity Trade Services, LLC, aided by the Law Firm, could, if not enjoined, seriously jeopardize its investment in the Knox Facility and the Knox Business, rendering monetary damages wholly inadequate. To date, and despite efforts by ITS to retain its business and mitigate its damages, ITS has lost several key customers, which by rough calculations constituted roughly \$1.5 million in annual gross revenue for ITS. When multiplied by the length of time these customers likely would have done business with ITS, ITS has been damaged, or will be damaged, in the nature of lost profits, as of the date any judgment is entered in this case, in an amount estimated to be in excess of \$1 million, not including the disgorgement of all amounts paid to the Knox Office Managers during the period of their breach of their fiduciary duties (estimated to be at least \$75,000), as well as punitive, exemplary and/or exceptional damages, attorney's fees and costs.

COUNT I – FEDERAL TRADEMARK INFRINGEMENT

54. For paragraph 54 of Count I of their Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

55. Integrity Trade Services is an unregistered trademark and/or trade name subject to protection under the Lanham Act, 15 U.S.C. § 1125(a).

56. Integrity Trade Services is a distinctive, unique and non-descriptive trade name which is suggestive of the services which it represents because it requires some operation of imagination to connect it with the services it provides – high quality staffing solutions to customers in need of competitively priced labor. It is thus protectable under the Lanham Act.

57. The use by the Individual Defendants, IEP and/or Integrity Trade Services, LLC of any name which includes the word “Integrity” infringes upon Integrity Trade Services’ trade mark and/or name, and is illegal and violates the Lanham Act because (a) it is likely to cause confusion among employees, customers and consumers regarding the origin, sponsorship and/or approval of the services offered by the parties, (b) it has caused actual and substantial confusion, particularly as to the Knox Business, among ITS’ employees, customers and consumers, and (c) hinders Integrity Trade Services’ ability to conduct its interstate business, thus, having a substantial economic effect on interstate commerce. ITS is thus entitled to relief under the Lanham Act.

58. Defendants’ acts were undertaken intentionally, in bad faith and in conscious disregard of ITS’ rights, in a deliberate attempt to offer identical services under a deceptively similar name, capitalize upon the good will and reputation of ITS, and misappropriate its likeness, name, customers, employees, trade secrets, and confidential and proprietary information, in a way that is deliberately deceptive and fraudulent. Defendants engaged in the Integrity Conversion Scheme intending to mislead the public into believing at least that there is a connection, affiliation, or association between Integrity Employment Partners and Integrity Trade Services, and, likely, or eventually, to eradicate Integrity Trade Services in the minds of customers, employees and consumers, replacing it with Integrity Employment Partners, as reflected in their own words – that Integrity has “has branched off, restructured and moved.” These are false and misleading statements, that when coupled with the defendants’ other

conduct shows that their conduct is willful, rendering this case exceptional within the meaning of the Lanham Act.

59. By reason of defendants' acts, Integrity Trade Services has suffered and will continue to suffer damage and injury to its business, reputation and goodwill, and will sustain a significant loss of revenues and profits. The only way to prevent such irreparable injury is to enjoin the defendants, temporarily, preliminarily and permanently, so as to preclude defendants continued irreparable injury to Integrity Trade Services, as prayed for herein and below.

60. Further, because they have converted the name Integrity Trade Services, by registering the name as a limited liability company, the Individual Defendants, having violated the Lanham Act, should be ordered to immediately dissolve that limited liability company, as maintaining it is not only part and parcel of the Integrity Conversion Scheme, and thus willful and bad faith conduct, but also part of their continued efforts to cause additional damage to Integrity Trade Services such as by distribution of the Law Firm Letters. As such, the Individual Defendants should be enjoined from distributing the Law Firm Letters.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining all defendants from using the trade mark and/or trade name Integrity Employment Partners, or any trade mark or trade name which utilizes the word "Integrity" in connection with staffing services; (2) enjoining all dilution, blurring, tarnishment, passing off, false advertising and/or false designation of origin by all defendants of the trade mark and/or trade name Integrity Trade Services; (3) enjoining their use of Integrity Trade Services, LLC by all defendants and ordering them to immediately dissolve that limited liability company; (4) enjoining the defendants from distributing the Law Firm Letters, including to third parties; (5) directing in accordance with 15 U.S.C. § 1116(a) the filing of appropriate certifications of compliance; (6) awarding plaintiff

compensatory damages, treble damages, profits disgorgement, punitive damages and attorneys' fees and costs; and (7) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT II – FEDERAL UNFAIR COMPETITION

61. For paragraph 61 of Count II of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

62. For paragraph 62 of Count II of their Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 55 to 60 in Count I.

63. Defendants' use of the trade mark and/or trade name Integrity Employment Partners, which is confusingly similar to the trade name Integrity Trade Services, is likely to cause and has caused actual confusion among the public, will continue to damage the good will of Integrity Trade Services, and/or otherwise dilute its trade name, in violation of 15 U.S.C. § 1125.

64. The foregoing acts and conduct by the Individual Defendants, IEP and Integrity Trade Services, LLC constitutes false designation of origin, passing off, dilution and/or false advertising in connection with any sales of staffing services by Integrity Employment Partners in interstate commerce, as they have hindered and will further hinder ITS' ability to conduct its interstate business, thus, having a substantial economic effect on interstate commerce.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining all defendants from using a the trade mark and/or trade name Integrity Employment Partners, or any trade mark or trade name which utilizes the word "Integrity" in connection with staffing services; (2) enjoining all dilution, blurring, tarnishment, passing off, false advertising and/or false designation of origin by all defendants of the trade mark and/or trade name Integrity Trade

Services; (3) enjoining the use of Integrity Trade Services, LLC by all defendants and ordering them to immediately dissolve that limited liability company; (4) enjoining the defendants from distributing the Law Firm Letters, including to third parties; (5) directing in accordance with 15 U.S.C. § 1116(a) the filing of appropriate certifications of compliance; (6) awarding plaintiff compensatory damages, treble damages, profits disgorgement, punitive damages and attorneys' fees and costs; and (7) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT III – ILLINOIS DECEPTIVE TRADE PRACTICES ACT

65. For paragraph 65 of Count III of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein in paragraphs 1 to 53, above.

66. For paragraph 66 of Count III of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 55 to 60 in Count I.

67. For paragraph 67 of Count III of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 63 to 64 in Count II.

68. Under Section 2 of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et. seq.* (the "Deceptive Trade Practices Act"), a person engages in a deceptive trade practice when, in the course of his business, vocation or occupation, *inter alia*, he (a) causes a likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or by another, (b) represents that services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, characteristic, status, affiliation or association that he or she does not have, and/or (c) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

69. The Deceptive Trade Practices Act defines "person" to include an individual, corporation *or* "any other legal or commercial entity." 815 ILCS 510/1(5) (emphasis supplied). The Individual Defendants, IEP and Integrity Trade Services, LLC are persons within the meaning of the Deceptive Trade Practices Act.

70. For the reasons alleged above, the Integrity Conversion Scheme violated and continues to violate the Deceptive Trade Practices Act. Moreover, by using the name Integrity Employment Partners (or any other deceptively similar name), the defendants (and each of them) are doing so in a manner that violates the Deceptive Trade Practices Act, as such use causes a likelihood of confusion or of misunderstanding as to affiliation, connection, or association by ITS, attempts to pass off its services as those of ITS, represents that IEP's services have sponsorship, approval, characteristics and/or benefits that they do not have as they are not approved, sponsored, endorsed, affiliated with or supported by ITS, and otherwise similarly creates a likelihood of confusion or of misunderstanding with respect to their use of the name Integrity Employment Partners or any other deceptively similar name.

71. The conduct and actions of the defendants have caused damage to ITS, and are likely to continue to cause them damage, and irreparably injure ITS' business, as more fully alleged above. As such, the defendants should be temporarily, preliminarily and/or permanently enjoined, pursuant to Section 3 of the Deceptive Trade Practices Act, from using the name Integrity Employment Partners or any other deceptively similar name, and further from using the name and maintaining Integrity Trade Services, LLC.

72. The Individual Defendants, and IEP, have intentionally and willfully engaged in deceptive trade practices, which has caused injury to ITS' trade mark and trade name, including in Illinois, particularly given that IEP is marketing and advertising its trade name and business opportunities on the internet, including job placements on Facebook and indeed®, which is

interstate and national in scope, and thus, occurs in Illinois. Further, as alleged, IEP has contacted and attempted to convert at least one of ITS' Illinois customers. Moreover, ITS' headquarters is located in Illinois, which is where it is at least in part injured.

73. As such, under Section 3 of the Deceptive Trade Practices Act, ITS is entitled to an injunction, upon terms that the court considers reasonable, without proof of monetary damage, loss of profits or intent to deceive (even though the latter plainly exists). Further, ITS is entitled to an award of its costs and attorneys' fees, in an amount to be determined.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining all defendants from using the trade mark and/or trade name Integrity Employment Partners, or any deceptively similar name, including any trade mark and/or trade name which utilizes the word "Integrity" in connection with staffing services; (2) enjoining the use of Integrity Trade Services, LLC by all defendants and ordering them to immediately dissolve that limited liability company; (3) enjoining the defendants from distributing the Law Firm Letters, including to third parties; (4) awarding plaintiff compensatory damages, profits disgorgement, punitive damages and attorneys' fees and costs; and (5) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT IV – BREACH OF FIDUCIARY DUTY

74. For paragraph 74 of Count IV of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

75. For paragraph 75 of Count IV of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 55 to 60 in Count I.

76. For paragraph 76 of Count IV of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 63 to 64 in Count II.

77. At all times prior to the Discharge Date, the Knox Office Managers owed ITS fiduciary duties, including the duty of loyalty, good faith, and the utmost honesty while serving as the key operational employees of the Knox Facility, responsible for servicing, managing and building the Knox Business, including to safeguard its property, computers, and ITS' Protected Information.

78. The Knox Office Managers breached their fiduciary duties in numerous ways, while employed by ITS, including, but not limited to:

- a. actively and directly competing with ITS while employed by ITS;
- b. actively soliciting ITS' customers and field employees to work for IEP;
- c. converting ITS' customers and field employees while employed by ITS;
- d. converting ITS' Protected Information for their own use including the physical files of ITS maintained at the Knox Facility;
- e. acting in concert, knowing that at least one of the Knox Office Managers had executed an agreement expressly restricting such solicitation of ITS' customers and field employees;
- f. creating and using IEP for the purpose of converting ITS' customers and employees;
- g. creating and using the IEP Domain for the purpose of converting ITS' customers and employees;
- h. transmitting communications to ITS' customers seeking to have them believe that IEP was really ITS, directing them to submit "hours worked" to them for purposes of misdirecting ITS' billing and billing said customers for IEP and not ITS;
- i. causing ITS' customers to issue checks payable to IEP and not ITS despite that such services were provided by ITS' employees;

j. misdirecting ITS' employees to work for customers under the guise that they were working for IEP and not ITS;

k. taking active steps to create IEP by stealing the Knox Business, and property of the Knox Facility, as well as ITS' Protected Information, to branch off, restructure and move the business to IEP;

l. otherwise taking active steps to fund and operate IEP;

m. otherwise establishing, maintaining and using the IEP Domain to ITS' detriment;

n. otherwise engaging in the Integrity Conversion Scheme;

o. using their ITS computers in furtherance of and to facilitate the Integrity Conversion Scheme; and

p. taking active steps to conceal all of the foregoing, including converting the physical customer and employee files maintained at the Knox Facility and deleting information from the ITS computers which they used and were entrusted.

79. By virtue of their multiple breaches of fiduciary duties, the Knox Office Managers have caused substantial and irreparable damage to ITS, as alleged in paragraph 53, above, and, further, should be disgorged of all compensation and the monetary equivalent of earned benefits paid to them at least during the period of their breach of fiduciary duties.

80. The conduct of the Knox Office Managers, as alleged, was willful, wanton and committed with malice aforethought, entitling ITS to punitive damages, in an amount to be determined at trial, but not less what the Knox Officer Managers were paid during their employment at ITS, which is in excess of \$1 million.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining all defendants from using the trade mark and/or trade name Integrity Employment Partners, or any trade mark

or trade name which utilizes the word “Integrity” in connection with staffing services; (2) awarding plaintiff compensatory damages in amount to be determined at trial but not less than \$1 million; (3) awarding defendants’ punitive damages in amount to be determined at trial but not less than \$1 million; (4) disgorging and awarding to ITS all compensation and the monetary equivalent of earned benefits paid to them at least during the period of their breach of fiduciary duties, to be determined at trial; (5) awarding plaintiff its costs incurred herein; and (6) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT V – BREACH OF TIFFANY’S AGREEMENT

81. For paragraph 81 of Count V of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

82. For paragraph 82 of Count V of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

83. Tiffany’s Agreement provides that “she will not, for a period of one (1) year after termination of ... her employment, directly or indirectly, approach any customer or business partner of [ITS] or its Affiliates for the purpose of providing services substantially similar to the services provided by [ITS] or its affiliates.”

84. Tiffany’s Agreement further provides that “she will not, for a period of one (1) year after termination of ... her employment, directly or indirectly, approach, solicit, entice or attempt to approach, solicit, entice, any of the other employees of [ITS] or its Affiliates to leave the employment of [ITS].”

85. Tiffany’s agreement further provides that it is to be governed by Illinois law. Tiffany’s Agreement is fully enforceable, including under Illinois law, and ITS’ has performed all conditions required of it, if any, under Tiffany’s Agreement. Due to her multiple breaches of

her fiduciary duties to ITS, this Court should exercise its equitable authority to extend the period of restrictions under Tiffany's Agreement.

86. On and after the Discharge Date, Tiffany has breached Tiffany's Agreement, in all of the ways hereinbefore alleged, including soliciting customers and employees for IEP. As a direct and proximate result of her breach of Tiffany's Agreement, ITS has suffered and will continue to suffer damages and irreparable harm, until Tiffany is enjoined from such conduct and ordered to comply with her contractual obligations. ITS' irreparable injury is also expressly acknowledged in Tiffany's Agreement. Unless enjoined by this Court, Tiffany will continue to perform the acts in violation of Tiffany's Agreement, and will cause ITS injury for which it has no adequate remedy at law.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining defendant Tiffany Heineman from, directly or indirectly, approaching any customer or business partner of ITS or its Affiliates for the purpose of providing services substantially similar to the services provided by ITS or its Affiliates until a time determined by this Court (and extended due to her breach of fiduciary duties); (2) enjoining defendant Tiffany Heineman from, directly or indirectly, approaching, soliciting, or enticing, or attempting to approach, solicit, or entice, any of the other employees of ITS or its Affiliates to leave the employment of ITS; (3) awarding plaintiff compensatory damages in amount to be determined at trial; (4) compelling other compliance with Tiffany's Agreement, such as the obligation to present it to any subsequent employer; (5) awarding plaintiff its costs incurred herein; and (6) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT VI – TORTIOUS INTERFERENCE WITH CONTRACT

87. For paragraph 87 of Count VI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

88. For paragraph 88 of Count VI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

89. For paragraph 89 of Count VI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 83 to 86 of Count V.

90. The Individual Defendants and IEP at all times relevant had knowledge of Tiffany's Agreement and its limitations, provisions and restrictions.

91. The Individual Defendants and IEP knowingly and intentionally interfered with Tiffany's Agreement and propose to continue its interference by employing Tiffany to induce her to breach Tiffany's Agreement, by, among other things alleged, soliciting ITS' customers and prospects, and employees. Such interference is neither justified nor privileged.

92. As a direct and proximate cause of this intentional wrongful conduct, ITS has suffered and will continue to suffer damages and immediate and irreparable harm, until the Individual Defendants and IEP are enjoined from such conduct and ordered to not interfere with Tiffany's contractual obligations under Tiffany's Agreement, for at least as long as it remains enforceable against Tiffany, as is requested to be determined in Count V.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining the Individual Defendants and Integrity Employment Partners, LLC from interfering with Tiffany's Agreement as determined by the Court; (2) enjoining the Individual Defendants and Integrity Employment Partners, LLC from, directly or indirectly, approaching any customer or business partner of ITS or its Affiliates for the purpose of providing services substantially similar to the

services provided by ITS or its Affiliates until a time determined by this Court (and extended due to Tiffany's breach of her fiduciary duties); (3) enjoining the Individual Defendants and Integrity Employment Partners, LLC from, directly or indirectly, approaching, soliciting, or enticing, or attempting to approach, solicit, or entice, any of the other employees of ITS or its Affiliates to leave the employment of ITS (and extended due to Tiffany's breach of fiduciary duties); (4) awarding plaintiff compensatory damages in amount to be determined at trial; (5) awarding plaintiff its costs incurred herein; and (6) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT VII – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

93. For paragraph 93 of Count VII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

94. For paragraph 94 of Count VII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

95. ITS has a long-standing business relationship with the employees and customers that comprise the Knox Business, which is fully protectable under applicable law. At all times, the Individual Defendants knew of ITS' business relationships with its employees and customers, whether established by contract, business relationship, and/or are prospective business advantages and opportunities.

96. Since the Discharge Date, and before, as alleged in Count IV, the Individual Defendants engaged and continue to engage in a campaign to actively and intentionally interfere with ITS' customer and employee relationships that comprise the Knox Business, including at least 20 active customer relationships and 87 active employee relationships, seeking to terminate ITS' relationships and divert away those relationships for their benefit and that of IEP, and to destroy ITS' Knox Business. Such interference is neither justified nor privileged.

97. As a direct and proximate cause of the Individual Defendants intentional wrongful conduct, the defendants have induced at least five ITS customers to terminate their long-standing business relationship with ITS in favor of IEP, along with the at least 20 ITS employees who were placed with those ITS customers, and will continue to cause ITS' customer and employee relationships to terminate, ITS has suffered and will continue to suffer damages and immediate and irreparable harm, until the Individual Defendants and IEP are enjoined from such conduct and ordered to not interfere with ITS' business, customer and employee relationships, and prospective business advantages and opportunities, permanently.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining the Individual Defendants and Integrity Employment Partners, LLC from interfering with plaintiff's business, customer and employee relationships, and prospective business advantages and opportunities, temporarily, preliminarily and permanently; (2) awarding plaintiff compensatory damages in amount to be determined at trial but not less than \$1 million; (3) awarding plaintiff punitive damages in amount to be determined at trial but not less than \$1 million; (4) awarding plaintiff its costs incurred herein; and (5) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT VIII – CONVERSION

98. For paragraph 98 of Count VIII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

99. ITS is and all times was the owner of the physical employee and customer files removed from the Knox Facility by the Knox Office Managers, all of which was part and parcel of the Integrity Conversion Scheme.

100. ITS has an immediate and unqualified right to the possession of its physical employee and customer files. At least because the conversion alleged herein was part and parcel of the Integrity Conversion Scheme, demand for the return of this property is futile.

101. The Knox Office Managers and IEP have knowingly and intentionally converted ITS' physical employee and customer files for their own use, in furtherance of the Integrity Conversion Scheme and to impede ITS from readily contacting its employees and customers.

102. The conversion of at least the physical personnel files of ITS as alleged is a violation of the criminal laws of the state of Indiana and has caused damage to ITS, in an amount to be determined.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) directing defendants to return ITS' physical employee and customer files to ITS; (2) awarding plaintiff compensatory damages in amount to be determined at trial but not less than \$1 million; (3) awarding plaintiff punitive damages in amount to be determined at trial but not less than \$1 million; (4) awarding plaintiff treble damages, attorneys' fees and costs pursuant to the Indiana Crime Victim Relief Act, Ind. Code § 34-24-3-1; and (5) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT IX – COMPUTER FRAUD AND ABUSE ACT

103. For paragraph 103 of Count IX of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

104. For paragraph 104 of Count IX of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

105. The Knox Office Managers and IEP lost authorization to access ITS' computers when they first breached their fiduciary duties to ITS.

106. The Knox Office Managers and IEP violated the CFAA, 18 U.S.C. § 1030(a)(4), by knowingly and with the intent to defraud, accessing ITS' protected computers (including information stored in databases on the Frankfort Server) without authorization, to access and obtain (and accessing and obtaining) ITS' Protected Information as part of the Integrity Conversion Scheme.

107. In connection with their illegal access of ITS' protected computers under the CFAA, the Knox Office Managers converted ITS' customer and employee information and used ITS' Protected Information for their own personal gain and against ITS' financial, business and other interests. In addition, on information and belief, based upon a forensic computer examination currently being performed by ITS of the ITS computers as to which the Knox Office Managers accessed and used to violate the CFAA, the Knox Office Managers permanently deleted data that otherwise would comprise ITS' Protected Information and sent emails containing ITS' Protected Information from their ITS computers to their personal e-mail addresses and/or e-mail addresses established in connection with the IEP Domain.

108. By their conduct, including their deletion of data from ITS' computers used by the Knox Office Managers, ITS has been damaged in an amount not less than \$5,000, including the cost of responding to the offense, conducting a damage assessment, undertaking computer forensic analysis, lost revenue and other consequential damages incurred due to the interruption of service and infiltration of the ITS computers and network.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining defendants from using and/or misappropriating any information accessed from ITS' protected computers without authorization including ITS' Protected Information; (2) awarding plaintiff its actual and consequential damages due to defendants conduct in an amount to be determined at trial; (3)

awarding plaintiff its costs incurred herein; and (4) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT X – UNIFORM TRADE SECRETS ACT

109. For paragraph 109 of Count X of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

110. For paragraph 110 of Count X of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

111. For paragraph 111 of Count X of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 105 to 108 of Count IX.

112. ITS' Protected Information constitutes trade secrets under the Uniform Trade Secrets Act, whether as adopted by Indiana or Illinois.

113. ITS' Protected Information derives independent economic value from not being generally known to other persons who can obtain economic value from its disclosure and is subject to reasonable efforts to maintain its secrecy.

114. ITS' Protected Information gives ITS a competitive advantage over its competitors and other entities who could obtain economic value from its disclosure.

115. The Individual Defendants and IEP have willfully and maliciously misappropriated and taken for their own use ITS' Protected Information.

116. The Individual Defendants and IEP acquired ITS' Protected Information by stealing and converting it from ITS by virtue of the Knox Office Managers violating their fiduciary duties, including those obligating them to maintain as confidential, and transmitting and providing such information to IEP, as established, funded and supported by Jason. At no time did ITS consent to such conduct and such was intentionally concealed from ITS, including by the Knox Office Managers deletion of data from their ITS computers.

117. The Individual Defendants and IEP have used ITS' Protected Information to contact and solicit ITS' employees and customers for IEP and otherwise for their benefit and contrary to the interests of ITS.

118. As a direct and proximate result of the willful and malicious misappropriation of ITS' trade secrets by the Individual Defendants and IEP, ITS has suffered actual and compensatory damages for which these defendants are liable, jointly and severally, in an amount to be determined at trial.

119. Due to the willful and malicious misappropriation of ITS' trade secrets by the Individual Defendants and IEP, ITS is entitled to recover double damages, attorneys' fees and cost of suit.

120. Unless enjoined by this Court, the Individual Defendants and IEP will continue to misappropriate and use ITS' trade secrets and will cause ITS damages and injury for which it has no adequate remedy at all.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants, jointly and severally: (1) enjoining defendants from using and/or misappropriating ITS' Protected Information, including but not limited to, employee and customer lists; (2) awarding plaintiff its actual and consequential damages due to defendants conduct in an amount to be determined at trial; (3) awarding plaintiff exemplary damages in an amount not exceeding twice its actual damages; (4) awarding plaintiff its attorneys' fees and costs of suit; and (5) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT XI – CIVIL CONSPIRACY

121. For paragraph 121 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

122. For paragraph 122 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 55 to 60 of Count I.

123. For paragraph 123 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 63 to 64 of Count II.

124. For paragraph 124 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 68 to 73 of Count III.

125. For paragraph 125 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

126. For paragraph 126 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 83 to 86 of Count V.

127. For paragraph 127 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 90 to 92 of Count VI.

128. For paragraph 128 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 95 to 97 of Count VII.

129. For paragraph 129 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 99 to 102 of Count VIII.

130. For paragraph 130 of Count XI of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 105 to 108 of Count IX.

131. For paragraph 131 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 112 to 120 of Count X.

132. In orchestrating the Integrity Conversion Scheme, the Individual Defendants, plus IEP and Integrity Trade Services, LLC, acted in concert, by agreement, with the ultimate objective of stealing the Knox Business, through a series of concerted action, committing a series of civil and criminal acts along the way, all of which are part and parcel of the concerted conspiratorial ploy of the Individual Defendants, including violations of the Lanham Act, the Deceptive Trade Practices Act, breaches of their fiduciaries duties to ITS, breach of Tiffany's Agreement, tortious interference with Tiffany's Agreement, tortious interference with the business, employee and customers relationships and prospective business advantages and opportunities of ITS, conversion of physical customer and employee files maintained at the Knox Facility, criminal violations, misappropriation of ITS' Protected Information and trade secrets and misuse and illegal access of ITS' computers and networks under the CFAA.

133. Collectively, this conduct constitutes civil conspiracy by all defendants, including the Individual Defendants acting for themselves, and for IEP and Integrity Trade Services, LLC, aided by the Law Firm, which has caused substantial irreparable injury to ITS, and, to the extent ITS has been harmed monetarily, for which the Individual Defendants and IEP, and to the extent it is anything more than a shell entity, Integrity Trade Services, LLC, are jointly and severally liable for all damages caused by their wrongful and contemptuous acts regardless of the degree of active participation.

134. The conduct of the defendants was outside the scope of their agency during the period of their employment and up to the Discharge Date, and was otherwise undertaken out of self-interest rather than that of IEP, exceeded their official duties, and was in part criminal. Such conduct was also willful, wanton and committed with malice aforethought.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants jointly and severally: (1) enjoining all defendants

from using the trade mark and/or trade name Integrity Employment Partners, or any trade mark or trade name which utilizes the word “Integrity” in connection with staffing services; (2) enjoining the use of Integrity Trade Services, LLC by all defendants and ordering them to immediately dissolve that limited liability company; (3) enjoining the defendants from distributing the Law Firm Letters, including to third parties; (4) awarding plaintiff compensatory damages in amount to be determined at trial but not less than \$1 million; (5) awarding plaintiff punitive damages in amount to be determined at trial but not less than \$1 million; (6) disgorging and awarding to ITS all compensation and the monetary equivalent of earned benefits paid to them at least during the period of their breach of fiduciary duties, to be determined at trial; (7) otherwise awarding plaintiff compensatory damages, profits disgorgement, punitive damages and attorneys’ fees and costs; and (8) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT XII – UNJUST ENRICHMENT

135. For paragraph 135 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

136. For paragraph 136 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 55 to 60 of Count I.

137. For paragraph 137 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 63 to 64 of Count II.

138. For paragraph 138 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 68 to 73 of Count III.

139. For paragraph 139 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 77 to 80 of Count IV.

140. For paragraph 140 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 83 to 86 of Count V.

141. For paragraph 141 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 90 to 92 of Count VI.

142. For paragraph 142 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 95 to 97 of Count VII.

143. For paragraph 143 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 99 to 102 of Count VIII.

144. For paragraph 144 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 105 to 108 of Count IX.

145. For paragraph 145 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 112 to 120 of Count X.

146. For paragraph 146 of Count XII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 132 to 134 of Count XI.

147. ITS spent considerable time, energy and resources developing its infrastructure, processes and employee and customer lists, and, otherwise, building its trade name and the Knox Business. In connection therewith, ITS paid the Knox Office Staff to continue the Knox Business obtained as a result of the Knox Acquisition, to continue to develop ITS' goodwill, and provided them with full access to confidential information and trade secrets, including ITS' Protected Information, for their use and benefit on behalf of ITS. Over the period of their employment, the Knox Office Managers earned well over, collectively, \$1.1 million.

148. By engaging in the Integrity Conversion Scheme, and committing all of the illegal acts alleged above, and in conspiracy and joint action with one another, the Knox Office Managers and IEP has conferred upon themselves benefits which they have usurped and now

retained, and which ITS is in danger of losing or could lose, including significant diminution in the value of its goodwill, indefinite lost profits, confidential information and trade secrets – all of which in justice and in equity belongs to and should benefit ITS, not the Individual Defendants, IEP and/or Integrity Trade Services, LLC.

149. As a direct and proximate result of defendants' conduct, ITS will suffer damage and injury to its business, as fully alleged above, and in each Count in this Complaint. Defendants' acts, as described above, have conferred a measurable benefit upon them such that defendants' retention of these benefits, which was knowingly retained, without payment or just compensation, would be unjust, inequitable and illegal – including a return to ITS of all amounts ever paid to the Knox Office Managers from the inception of the Knox Facility. If not enjoined, ITS could lose its entire investment in the Knox Business, which is in excess of \$2 million.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against all defendants jointly and severally: (1) enjoining all defendants from using the trade mark and/or trade name Integrity Employment Partners, or any trade mark or trade name which utilizes the word "Integrity" in connection with staffing services; (2) enjoining the use of Integrity Trade Services, LLC by all defendants and ordering them to immediately dissolve that limited liability company; (3) enjoining the defendants from distributing the Law Firm Letters, including to third parties; (4) awarding plaintiff compensatory damages in amount to be determined at trial but not less than \$1 million; (5) awarding plaintiff punitive damages in amount to be determined at trial but not less than \$1 million; (6) awarding plaintiff an amount equal to all compensation and the monetary equivalent of earned benefits paid to them since the inception of the Knox Facility following the Knox Acquisition, in amount to be determined at trial but not less than \$1.1 million, plus additional

amount invested by ITS to establish and continue the Knox Business; (7) otherwise awarding plaintiff compensatory damages, profits disgorgement, punitive damages and attorneys' fees and costs; and (8) awarding plaintiff such other and further relief as this Court deems just and proper.

COUNT XIII – BREACH OF CONTRACT

150. For paragraph 150 of Count XIII of its Complaint, plaintiff re-alleges and incorporates by reference as though fully set forth herein paragraphs 1 to 53, above.

151. The total of the ITS Loans made to Janice include: (a) \$17,000 to purchase a car for Janice's son, Anthony; (2) \$12,000 to purchase a car for Michaela; (3) \$3,500 to help defray credit card expenses that Janice had incurred; (4) \$10,000 for Janice and James to take two vacations; and (5) \$3,000 to help Janice pay for non-covered dental work for her brother.

152. Janice agreed with Cumbee, for ITS, to pay back said amounts, at the rate of \$50-\$100 per week, or such other amounts as she could pay from time-to-time. To date, while Janice has made many \$50-\$100 weekly payments to ITS, she has failed to repay to ITS the full amount of the ITS Loans, and owes ITS at least \$8,000.

WHEREFORE, plaintiff, Integrity Trade Services, Inc., respectfully requests that this Court enter an Order against Janice Hernandez: (1) awarding plaintiff compensatory damages in the amount of the outstanding balance of the ITS Loans, plus pre-judgment interest since the Discharge Date; (2) awarding plaintiff its costs incurred herein; and (3) awarding plaintiff such other and further relief as this Court deems just and proper.

INTEGRITY TRADE SERVICES, INC.,

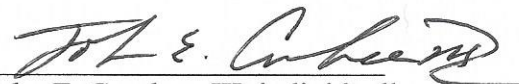
By: /s/ Frederic A. Mendelsohn
One of Its Attorneys

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DECLARATION AND VERIFICATION

Pursuant to 28 U.S.C. 1746, I, John E. Cumbee, III, individually and as President and CEO of Integrity Trade Services, Inc., and Illinois corporation, declare, certify and verify under penalty of perjury that the foregoing statements set forth in the Verified Complaint for Immediate Injunctive and Other Relief are true and correct, except as to matters therein stated to be on information and belief which I verily believe to be true and correct.

Date: May 18, 2015



John E. Cumbee, III, individually
and as the President and CEO of
Integrity Trade Services, Inc., and
Illinois corporation