

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION



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PEOPLELINK, LLC, )  
)  
Plaintiff, )  
)  
v. )  
)  
KELLY BOUTELL, )  
)  
Defendant. )

Civil Action No. 3:22-cv-00197

**DEMAND FOR JURY TRIAL**

**PLAINTIFF’S COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

Plaintiff, Peoplelink LLC (“Peoplelink” or “Plaintiff”) files this Complaint for Damages and Injunctive Relief against Defendant, Kelly Boutell (“Boutell” or “Defendant”), and respectfully states as follows:

**INTRODUCTION AND NATURE OF THE ACTION**

1. This is an action for breach of contract, actual and/or threatened misappropriation of trade secrets under the Defend Trade Secrets Act (18 U.S.C. § 1831 *et seq.*) and the Indiana Uniform Trade Secrets Act (Ind. Code Ann. § 24-2-3-1 *et seq.*), and violation of the Computer Fraud and Abuse Act (CFAA) (18 U.S.C. § 1030).

2. Peoplelink provided employment for Boutell for over 20 years, promoting her through the ranks over the years. By the end of her employment, Boutell occupied a key executive role in which she had close contact with many of Peoplelink’s largest customers throughout its approximately 30-state footprint, as well as access to virtually all of Peoplelink’s confidential, proprietary, and trade secret information. When Peoplelink had to eliminate Boutell’s position for budgetary reasons and parted ways with Boutell in November 2021, Peoplelink believed the separation was amicable. The parties entered into a severance agreement, and Peoplelink paid

Boutell over \$80,000 in severance to give her time to find a new role and in consideration of, among other provisions, a narrowly-tailored customer non-solicit provision and a promise not to misuse Peoplelink's confidential information.

3. In spite of this, Peoplelink recently discovered several alarming facts, including: (1) after her separation from Peoplelink, Boutell accessed Peoplelink's password-protected ZipRecruiter account, containing a significant amount of competitively-sensitive information for Peoplelink as a temporary staffing company, on at least four separate occasions; (2) also after her separation, Boutell changed the Apple ID she used for her company-provided work computer from her Peoplelink email address to a personal email address, thereby completely precluding Peoplelink from accessing the cloud-based iCloud storage account she used during her employment, while allowing Boutell continued, unfettered access to any Peoplelink materials stored there; and (3) Boutell joined Peoplelink's primary competitor in a role for which there is a substantial probability that Boutell will inevitably use Peoplelink's trade secrets and violate her customer non-solicitation obligations.

4. Particularly when taken altogether, these and other facts alleged below present the picture of a former key executive who has no regard for her legal obligations or for the irreparable harm she stands to cause to Peoplelink. Boutell's actions pose harm far beyond merely monetary losses. If left unchecked, Boutell will continue to access and utilize Peoplelink's confidential information, development, customer service, and goodwill to her own competitive advantage.

5. To prevent continued irreparable harm arising from Boutell's course of conduct, Peoplelink seeks immediate injunctive relief by, among other things, barring Boutell from using Peoplelink's trade secrets and confidential information and barring Boutell from soliciting Peoplelink's employees and customers.

**THE PARTIES**

6. Peoplelink is an Indiana limited liability company. Its sole member is Crit Corp., a Delaware corporation with its principal place of business in South Bend, Indiana. Accordingly, Peoplelink is a citizen of Delaware and Indiana.

7. Boutell is a former employee of Peoplelink who is domiciled in Michigan and is therefore a citizen of Michigan. Until recently, Boutell's name was Kelly Proctor, and Boutell continues to be known by the name Proctor in some contexts.

**JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Peoplelink's claims under the federal Defend Trade Secrets Act (18, U.S.C. § 1832) and the Computer Fraud and Abuse Act (CFAA) (18 U.S.C. § 1030) raise federal questions and pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the sum of \$75,000, and this dispute is between citizens of different States. Moreover, Peoplelink's state law claims fall within the Court's supplemental jurisdiction, pursuant to 28 U.S.C. § 1367, because the claims are so related to the federal questions that they form part of the same case or controversy.

9. The Court has personal jurisdiction over Boutell because, among other reasons, the Severance Agreement and General Release ("Severance Agreement") Boutell entered into with Peoplelink on November 24, 2021, which forms the basis for Peoplelink's breach of contract claim, provides in relevant part:

Proctor and Peoplelink each agree that the state and federal courts sitting in St. Joseph County, Indiana have exclusive jurisdiction over all matters arising out of this Agreement or Procto's [sic] employment with Peoplelink, each hereby waives any objection to any action in those courts based on venue or inconvenient forum or similar grounds and each hereby agrees not to bring any action related to any matters arising out of this Agreement or Proctor's employment with Peoplelink except in those courts.

(Exhibit 1, ¶ 10, all-caps omitted.)

10. Venue is proper pursuant to the above-cited provision of the Severance Agreement. *See, e.g., Atl. Marine Const. Co. v. U.S. Dist. Ct. for W. Dist. of Texas*, 571 U.S. 49, 51 (2013) (“[F]orum-selection clauses should control except in unusual cases.”); *Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U.S. 165, 168 (1939) (holding that the venue statute “merely accords to the defendant a personal privilege respecting the venue, or place of suit, which he may assert, or may waive, at his election”).

### **FACTS**

#### **A. Boutell’s Prior Employment with Peoplelink and Access to Confidential Information and Trade Secrets**

11. Peoplelink is a leading staffing company that specializes in providing clients with administrative, professional, and industrial talent. It serves clients in approximately 30 states with services that include temporary staffing, temporary-to-direct-hire placements, outsourcing of recruitment processes, and payroll services.

12. Boutell was one of Peoplelink’s longest-term employees, having been with Peoplelink for over 20 years as of her November 2021 separation. Before her promotion to Vice President of Fulfillment in approximately November 2019, Boutell was a Senior Regional Vice President covering Michigan, Indiana, Wisconsin, Illinois, Oklahoma, Missouri, and Arkansas (from approximately January to November 2019), and prior to November 2019, she was a Regional Vice President supporting Michigan and Indiana. In addition to her usual duties as Regional Vice President, Peoplelink paid for Boutell to train to become a certified facilitator in the Miller-Heiman Strategic & Conceptual Sales Process. From approximately 2015 to 2019, Boutell was one of two Certified Sales Trainers, and she conducted two-to-three annual sales training sessions for all Peoplelink business units and functioned informally as a sales leader for Peoplelink’s entire footprint.

13. In her final role as Peoplelink's Vice President of Fulfillment, Boutell was a key member of the National Sales and Service team. In that role, Boutell led Peoplelink's operations and recruiting functions, including helping to develop and implement customer-specific strategies for delivering Peoplelink's services. Between March and May of 2021, Boutell led Peoplelink's service and delivery initiatives for several of Peoplelink's enterprise (i.e., largest) customer accounts, with the ultimate goal of trying to develop and expand those customer relationships. Accordingly, while Boutell's role generally focused on operations and recruitment to develop a reliable pipeline of temporary staffing talent for Peoplelink's customers, the role was also unquestionably an important sales and marketing role because Boutell, as Vice President of Fulfillment, was expected to (and in many instances did successfully) sell customers on Peoplelink's services so that they would expand their use of those services and generate more revenue to benefit Peoplelink's bottom line.

14. Boutell spent much of her working time in the field, which included going onsite with many of Peoplelink's largest customers. Boutell travelled to most of the states in which Peoplelink operates to meet with customers and branch personnel, and Boutell participated in quarterly meetings with customer representatives. Boutell had direct, voice-to-voice communication with approximately half of Peoplelink's 30 largest customers while she was Vice President of Fulfillment. Boutell also helped develop Peoplelink's recruiter training manual, an important tool for Peoplelink as a temporary staffing company.

15. As a key, high-level executive, Boutell had access to virtually all of the documents and data stored on Peoplelink's secure, password-protected network. This included but was not limited to:

- a. Peoplelink's strategy documents for pricing, marketing, expansion, and other areas;

- b. Peoplelink's pricing data;
- c. financial statements;
- d. revenue data by customer;
- e. headcounts of temporary employees for each customer;
- f. customer lists that compile, among other information, pricing information and contact information for important customer contacts;
- g. all key performance indicator (KPI) data;
- h. training documents.

16. These documents and data are not shared outside of Peoplelink except when required by law, or on a need-to-know basis when the recipient is bound by confidentiality obligations, such as for purposes of external financial audits. They are developed and compiled through significant effort and expense, and they have significant economic value to Peoplelink that would be compromised if they were generally known or ascertainable outside of the company. Indeed, all of these documents and data would be of great value to Peoplelink's competitors. Accordingly, these documents and data constitute important trade secrets of Peoplelink.

17. Upon information and belief, and in light of her responsibilities and her long tenure with Peoplelink, Boutell also has a great deal of confidential, proprietary information of the sorts described above within her own personal knowledge, i.e., without needing to access any confidential materials themselves. Upon information and belief, this includes, but is not limited to, KPIs such as branch-specific "branch scorecards" for certain Peoplelink branches, the customers serviced by those branches, and pricing data, pricing strategies, revenue data, and profit data for the Peoplelink customers with which Boutell worked closely.

**B. Boutell’s Separation from Peoplelink, Boutell’s Separation Agreement, and Boutell’s Subsequent Employment with Paramount Staffing**

18. On November 9, 2021, Peoplelink terminated the employment relationship with Boutell. Peoplelink eliminated the position of Vice President of Fulfillment for budgetary reasons, and Boutell’s prior job duties have since been redistributed.

19. On November 9, 2021, Peoplelink presented Boutell with the Severance Agreement, which Boutell executed on November 24, 2021. (Exhibit 1.) Among other things, the Severance Agreement provides for a severance payment of \$87,500.00 (equivalent to six months of Boutell’s base salary), required that Boutell “return all equipment, documents, memoranda, records, files, notes, diskettes, credit cards, keys, computers, and any other matter or materials” the day after being offered the Severance Agreement and incorporated a Non-Disclosure and Non-Solicitation Agreement at Exhibit B of the Severance Agreement. (*Id.*) Peoplelink has performed its promises under the Severance Agreement, including paying the severance sum.

20. On January 15, 2022, Peoplelink learned for the first time that Boutell had joined Paramount Staffing (“Paramount”) as its Vice President of Recruiting and Fulfillment. Paramount is Peoplelink’s primary competitor in the staffing industry. Paramount operates only in states in which Peoplelink also operates. Peoplelink and Paramount have many customers in common, including several of the customers with which Boutell interacted while at Peoplelink, and including, specifically, several of the enterprise-level customers Boutell interacted with.

21. Upon information and belief, Boutell, as Vice President of Recruiting and Fulfillment at Paramount, is performing the same, or substantially identical, job responsibilities as Boutell performed for Peoplelink as its Vice President of Fulfillment. Among others, this would include the responsibilities of selling customers on her employer’s (i.e., Paramount’s) services and trying to expand customer relationships and thereby increase market shares and revenues—in

short, soliciting customers.

22. Peoplelink also believes that, to the extent Boutell is servicing Paramount customers that she previously serviced as Peoplelink customers, Boutell would not be able to perform those job responsibilities without using and/or disclosing confidential, proprietary Peoplelink information she has within her personal knowledge, which would be to the significant competitive advantage of Paramount and the significant competitive detriment of Peoplelink.

23. Notably, Boutell was not limited to Paramount for her employment options after her Peoplelink separation, as there are numerous staffing companies from which she could have sought employment that are not in direct competition with Peoplelink in that they do not operate in the same geographic areas and/or share any of the same customers with Peoplelink.

24. Upon information and belief, Boutell was recruited to Paramount by David Meyer, a former Division Vice President for Peoplelink who oversaw Peoplelink's Trade Management division, which provides temporary staffing services to customers in the skilled trades space. Meyer and Boutell have maintained a close relationship since Meyer resigned from Peoplelink in May 2020. For instance, Meyer attended Boutell's wedding in March of 2021.

25. In the months before his May 2020 resignation, Meyer emailed several confidential, proprietary documents from his Peoplelink email account to his personal email account, including a customer list compiling Trade Management's customer names, customer points of contact, their contact information, and customer-specific pricing. Four other employees resigned from the Trade Management division on the same day as Meyer, and with Meyer they helped establish a competing business in the skilled trades area under the Paramount umbrella.

26. As a result of these events, Meyer, along with another former employee and two Paramount subsidiaries, are currently defendants in an action brought by Peoplelink in Cause No.



017-324420-21 in the District Court of Tarrant County, Texas, 17th Judicial District, filed on April 1, 2021.

**C. Boutell's Post-Employment Conduct Evidencing Actual or Potential Breaches of the Severance Agreement, Actual or Potential Misappropriation of Trade Secrets, and Unauthorized Access to Peoplelink Confidential Information**

27. Peoplelink's realization that Boutell joined Paramount in a similar if not identical role is a cause of great concern for Peoplelink, particularly given several circumstances that have come to light since Boutell's separation from Peoplelink, including the following:

**i. Apple ID and Apple iCloud Issue**

28. While other Peoplelink employees are issued Windows-based PCs for their computer needs, Boutell expressed a preference for an Apple computer and was therefore issued a MacBook Pro laptop. The Apple ID for the MacBook Pro was Boutell's Peoplelink email address, kproctor@peoplelinkstaffing.com. Like other Apple IDs, this Apple ID has an associated cloud-based storage space, i.e., an iCloud account.

29. After Boutell returned the MacBook Pro to Peoplelink upon her separation, Peoplelink received a notification from Apple indicating that Boutell had changed the Apple ID from kproctor@peoplelinkstaffing.com to a personal email address. This has made it impossible for Peoplelink to log into the Apple ID account or access the iCloud account Boutell had used with the MacBook Pro. In other words, Peoplelink has no way of determining what documents or data Boutell has saved to the iCloud.

30. Upon information and belief, Boutell linked the same Apple ID she used for the MacBook Pro to her own personal iPad. This means that Boutell could, to this day, continue to access, use, or transfer any Peoplelink materials that she had saved to the iCloud account, and Peoplelink would have no way whatsoever of knowing about it. This is particularly disturbing because, as discussed above, Boutell had access to virtually all of Peoplelink's confidential,

proprietary information. In other words, Boutell could still have access to all of this information—limited only by the storage limitations of the iCloud account itself—and Peoplelink would be helpless to do anything about it.

**ii. Unauthorized Access to Peoplelink’s ZipRecruiter Account**

31. As the Vice President of Fulfillment, Boutell had access to Peoplelink’s accounts with the online recruiting services and job boards that Peoplelink uses to help recruit temporary employees for placements with Peoplelink’s customers. One such service is ZipRecruiter.

32. In January 2022, Peoplelink received a standard monthly report (known as a Performance Report) from ZipRecruiter that appeared to indicate that somebody had logged into Boutell’s password-protected Peoplelink account with ZipRecruiter as late as December 2021—i.e., after Boutell’s employment had ended on November 9, 2021. In late January and throughout February 2022, Peoplelink personnel, and later outside attorneys for Peoplelink, repeatedly pressed ZipRecruiter for more information on the suspected login event(s), and ZipRecruiter finally provided information that confirmed somebody had logged in on four occasions after November 9, 2021, specifically, on November 11, November 14, November 30, and December 10, 2021. The ZipRecruiter information traced all of these logins to Greenville, Michigan, where Boutell, and no other current or former Peoplelink employee, resides. The IP information for these logins also matched Boutell’s prior logins from when she was still employed by Peoplelink.

33. Boutell’s Peoplelink account with ZipRecruiter has since been disabled, but the information Boutell had access to during these logins was and continues to be important information that would be of significant value to a Peoplelink competitor like Paramount. For instance, Boutell would have been able to see, in a centralized location and reasonably digestible format, how much money Peoplelink was allocating to ZipRecruiter as a recruiting tool (as opposed to other tools), the openings for which Peoplelink was recruiting, the number of the

applicants Peoplelink had for the positions, and the applicants' identities, and she could likely infer which specific customers Peoplelink was recruiting for. In the staffing industry where temporary employees are Peoplelink's lifeblood and recruiting tools like ZipRecruiter are how Peoplelink connects with those temporary employees, the information to be obtained from an insider's view of Peoplelink's ZipRecruiter account would, again, be of significant value to a competitor.

34. Peoplelink suspects that Boutell may have also accessed Peoplelink's account with another, similar service, Indeed.com, after her employment; Peoplelink is still investigating this matter.

### **iii. Failure to Return Peoplelink Materials**

35. In addition to Boutell's possible retention of Peoplelink confidential proprietary materials in electronically-stored format (potentially in *massive* quantities), Peoplelink has also determined that Boutell failed to return certain Peoplelink materials issued to or purchased for her in hard-copy format. This includes the sales facilitator manuals from Boutell's role as a Miller-Heiman Strategic & Conceptual Sales certified facilitator, which Peoplelink purchased as part of paying for Boutell's training to become a sales facilitator. Upon information and belief, Boutell also still has hard copy versions of other Peoplelink manuals as well as handouts from strategy meetings. This is in violation of the Severance Agreement, which provides that "Proctor affirms that she will, on or before 5:00 PM on the day after being offered this Agreement, return all equipment, documents, memoranda, records, files, notes, diskettes, credit cards, keys, computers, and any other matter or materials (from whatever source, including information electronically stored) that is the property of, or that was purchased or provided by Peoplelink, including any copies of the foregoing."

### **iv. Boutell's Disparagement of Peoplelink and its CEO**

36. The Severance Agreement provides that Boutell "will not at any time make, publish

or communicate to any person or entity or in any public forum, any statements, remarks, comments or representations that disparage, demean, defame or impugn Peoplelink, its affiliates, customers or any of its members, managers, officers, investors or employees.” (Exhibit 1, p. 8, ¶ 8(a).) Nevertheless, on or about December 14 or 15, 2021, Boutell made a post to social media in response to an announcement that Peoplelink and its CEO, Jay Reid, were parting ways. Boutell posted: “Karma a bit\*\*!! Glad I could contribute to your demise!!! For those there, you’re welcome!” (Asterisks in original.) Boutell’s clear implication to her intended audience was that Reid had been a poor leader and that Peoplelink had become a bad place to work. This post was viewed by numerous current Peoplelink employees, and it was likely also viewed by numerous Peoplelink customers. Upon information and belief, at least one purpose of Boutell’s post was to encourage Peoplelink personnel to consider leaving Peoplelink and joining Paramount.

**v. Potential Solicitation of Peoplelink Customers Through Former Peoplelink Employees**

37. On or around January 17, 2022, Gilles Tanneur, the CEO of Proman North America, Paramount’s parent company, contacted a former Peoplelink employee named Cory Griffith through LinkedIn. Griffith, at that time, was employed by Lear Corporation, a current Peoplelink customer. On or about February 7, 2022, Proman and/or Paramount made an offer of employment to Griffith.

38. Boutell had worked directly with Griffith in Michigan when Griffith was employed by Peoplelink as a Recruiter between 2018 and 2020, and Boutell and Griffith presently reside roughly 55 miles apart in central Michigan. Upon information and belief, Proman’s CEO, Tanneur, was not previously acquainted with Griffith, and, instead, Boutell introduced Tanneur to Griffith or suggested that Tanneur contact Griffith. Upon information and belief, one purpose, if not the main purpose, of recruiting Griffith to Proman/Paramount was to establish or expand

Proman/Paramount's relationship with Griffith's employer at the time, Lear Corporation, as it is a common strategy in the temporary staffing industry, as in other industries, to try to develop customer relationships by recruiting employees with established connections with the target customer. In other words, based on these circumstances, Peoplelink is informed and believes that Boutell has attempted to assist Paramount in soliciting at least one current Peoplelink customer, which would be in violation of Boutell's non-solicitation obligations in the Severance Agreement.

39. In sum, based on all of the circumstances described above, Peoplelink has grave concerns that Ms. Boutell has already violated her legal obligations to Peoplelink (contractual, statutory, or otherwise) and does not intend to honor those obligations in the future. As a former key executive for Peoplelink with actual knowledge of its confidential information, potential access to vast amounts of other confidential Peoplelink materials and trade secrets, and extensive contacts with Peoplelink customers (including enterprise customers) from her Peoplelink employment, Boutell is uniquely positioned to cause substantial, irreparable harm to Peoplelink.

## **COUNT I**

### **BREACH OF CONTRACT**

40. Plaintiff re-alleges and incorporates by reference the preceding allegations.

41. The Severance Agreement executed by Boutell is valid and enforceable. (Exhibit 1.)

42. The restrictive covenants contained in the Severance Agreement executed are reasonable and necessary to protect Peoplelink's legitimate and protectable interests in its confidential and proprietary information and business strategies, relationships with its customers, and continued relationships with its employees.

43. Peoplelink has fully performed all of its obligations under the Severance

Agreement.

44. Boutell breached the Severance Agreement by, *inter alia*, making public, disparaging statement(s) regarding Peoplelink and by failing to return all Peoplelink property within the timeframe requirement by the agreement, or at all. Peoplelink is entitled to, among other remedies, damages including liquidated damages in the amount of \$5,000 pursuant to the Severance Agreement.

45. Further, upon information and belief, Boutell has and will further breach the Severance Agreement through her work with Paramount, including by working with Peoplelink customers in a substantially identical role as her prior role with Peoplelink, which will necessarily result in Boutell's solicitation of Peoplelink customers and Boutell's use of Peoplelink's confidential information and trade secrets to the significant benefit of Paramount and the significant detriment of Peoplelink, all in violation of the Severance Agreement.

46. Upon information and belief, Boutell's unlawful competitive activities have caused Peoplelink damage with respect to its goodwill and customer relationships.

47. Upon information and belief, Peoplelink has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law if these breaches are not preliminarily enjoined.

## **COUNT II**

### **MISAPPROPRIATION OF TRADE SECRETS**

#### **Violation of the Defend Trade Secrets Act (18 U.S.C. § 1832) and Indiana Uniform Trade Secrets Act**

48. Plaintiff re-alleges and incorporates by reference the preceding allegations.

49. Peoplelink maintains confidential, proprietary, and trade secret information to which Boutell had access as a high-level Peoplelink executive, including but not limited to:

Peoplelink's strategy documents for pricing, marketing, expansion, and other areas; Peoplelink's pricing data; financial statements; revenue data by customer; headcounts of temporary employees for each customer; customer lists that compile, among other information, pricing information and contact information for important customer contacts; all key performance indicator (KPI) data; and training documents.

50. On information and belief, after termination of her Peoplelink employment, Boutell retained some or all of the above-described information on an iCloud account associated with the laptop Peoplelink issued to Boutell, and Boutell has since precluded Peoplelink from accessing said iCloud account. On information and belief, Boutell also obtained additional Peoplelink confidential, proprietary, and trade secret information when she logged into Peoplelink's ZipRecruiter account after termination of her Peoplelink employment.

51. On information and belief, Boutell's duties associated with her new employment with Peoplelink's principal competitor will inevitably and necessarily lead her, whether consciously or unconsciously, to rely on and disclose the above-described information, in violation of the Defend Trade Secrets Act (18 U.S.C. § 1831 et seq.) and the Indiana Uniform Trade Secrets Act (Ind. Code Ann. § 24-2-3-1 et seq.).

52. On information and belief, and in view of the manner in which Boutell obtained confidential, proprietary and trade secret information as set forth above, Boutell's violation of the Defend Trade Secrets Act and Indiana Trade Secrets Act will be in bad faith, willful and malicious.

53. As a result of the misappropriation, disclosure, and use of Peoplelink's trade secret information, Peoplelink will inevitably and necessarily suffer irreparable injury and damages. Peoplelink's irreparable injury will be continuing unless Boutell is immediately enjoined from disclosing and using Peoplelink's trade secrets.

**COUNT III**

**VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT**

54. Plaintiff re-alleges and incorporates by reference the preceding allegations.

55. Peoplelink's secure, password-protected network, the servers hosting Peoplelink's iCloud storage space associated with the laptop Peoplelink issued to Boutell, and the servers hosting Peoplelink's account data with ZipRecruiter are all computers that are used in and/or that affect interstate or foreign commerce or communication, and as such they are "protected computers" within the meaning of the CFAA.

56. With respect to, at a minimum, the servers hosting Peoplelink's iCloud storage space for the laptop Peoplelink issued to Boutell, and the servers hosting Peoplelink's account data with ZipRecruiter, Boutell intentionally accessed these protected computers without authorization, or excess of any authorization she held, and Boutell thereby obtained information from these protected computers and/or intentionally accessed them without authorization, and as a result of such conduct, caused damage and loss to Peoplelink. Such loss exceeds \$5,000.

57. Any further violation of the CFAA and/or any use by Boutell of confidential, proprietary, or trade secret information unlawfully obtained by Boutell will cause Peoplelink to suffer further irreparable injury and damages. Peoplelink's irreparable injury will be continuing unless Boutell is immediately enjoined from committing any further violations of the CFAA and using any confidential, proprietary, or trade secret information unlawfully already obtained through such violations.

**PRAYER FOR RELIEF**

WHEREFORE, for the foregoing reasons, Peoplelink respectfully requests that a judgment be entered in its favor against Defendants as follows:



1. That Boutell be temporarily and preliminarily enjoined from the following:
  - a. Working with (a) current or former Peoplelink customers to whom Boutell provided services to or interacted with or influenced in any way during the last 18 months of her employment, (b) current or former Peoplelink customers with whom Boutell had established a personal relationship as a result of her employment with Peoplelink, or (c) current or former Peoplelink customers about whom Boutell has confidential information or other knowledge that would give Paramount Staffing an unfair advantage, so long as she occupies her current role with Paramount Staffing (Peoplelink's primary competitor).
  - b. Directly or indirectly soliciting any of the customers described above, for a period of one year from the date of her separation from Peoplelink, November 9, 2021.
  - c. Disclosing or using any Confidential Information, as defined in the Severance Agreement and General Release Boutell entered into.
  - d. Modifying or accessing the iCloud account associated with the laptop Peoplelink issued to Boutell during her employment, except as necessary for the limited purpose of responding to expedited discovery requests if such expedited discovery is authorized by the Court.
  - e. Accessing any other Peoplelink computers or networks, or any third-party hosted computers or networks containing Peoplelink information, that Boutell no longer has authority to access now that she is no longer employed with Peoplelink.

2. That Boutell be temporarily, preliminarily, and permanently enjoined from disclosing or using Peoplelink trade secrets for so long as they remain protectable trade secrets under applicable law.

3. That Peoplelink be granted compensatory damages, including without limitation lost profits, in an amount according to proof, as well as liquidated damages in the amount of \$5,000 for Boutell's breach of the non-disparagement provision of the Severance Agreement.

4. That all damages and monetary relief awarded to Peoplelink be enhanced and awarded, including as punitive/exemplary damages, as provided by the Defend Trade Secrets Act Indiana Trade Secrets Act.

5. That Peoplelink be awarded reasonable attorneys' fees as allowed under the Defend Trade Secrets Act and Indiana Trade Secrets Act, as well as under the Severance Agreement.

6. That Peoplelink be awarded costs and disbursements of this action.

7. That Peoplelink be awarded pre-judgment and post-judgment interest.

8. That Peoplelink be awarded such other and further relief as the equity of the case may require and the Court may deem just and proper.

**JURY DEMAND**

Peoplelink demands a trial by jury on all matters triable by right to a jury.

Dated: March 10, 2022

Respectfully Submitted,

/s/ Erin Linder Hanig

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