

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

TEKSYSTEMS, INC.
7437 Race Road
Hanover, MD 21076

Plaintiff,

v.

Case No.: 1:25-cv-2051

COLLIN THOMPSON
1400 Encore Place, Apt. 153
Lake Mary, FL 32746

CYRUS NALLY
300 Little Springs Lane
Longwood, FL 32750

and

DAVID KAUFF
11200 Newman Rd.
Brighton, MI 48114

Defendants.

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff TEKsystems, Inc. (“TEK”), for its causes of action and complaint for injunctive relief and damages against Collin Thompson, Cyrus Nally, and David Kauff (each a “Departed TEK Employee” and together the “Departed TEK Employees”), states and alleges follows:

BACKGROUND

1. TEK initiates this action to seek relief from the Departed TEK Employees’ violations of their respective obligations to TEK.

2. TEK is in the highly competitive business of providing information technology staff augmentation services, including recruiting, employing, and providing the services of information technology professionals on a temporary and permanent basis throughout the United States.

3. Since 2020, several employees from TEK have abruptly resigned their employment to then begin employment with Highspring LLC d/b/a Vaco by Highspring (“Vaco”), a competing staffing company.

4. Over the past eight months, the Departed TEK Employees, who were all TEK employees, have left TEK to join Vaco, which provides services in the same spaces as TEK.

5. Each of the Departed TEK Employees is bound by the terms of an employment agreement with TEK that includes non-competition, confidentiality, customer non-solicitation, and employee non-solicitation provisions.

6. Each of the Departed TEK Employees who now works for competitor Vaco performs the same or substantially similar job as they did for TEK in the same market area in which they previously worked for TEK, which is in direct violation of their respective employment agreements.

7. Consequently, TEK brings this action to enjoin the Departed TEK Employees from continuing to violate their restrictive covenant obligations to TEK, and for damages and other relief.

PARTIES, JURISDICTION, AND VENUE

8. TEKsystems, Inc. is a Maryland corporation with a principal place of business at 7437 Race Road, Hanover, Maryland 21076. TEK is a wholly owned subsidiary of Allegis, Inc. and operates business lines that provide staffing services for, among other functions, the information technology space. TEK is a Maryland citizen, and is, and at all relevant times was, authorized to do business in the State of Maryland.

9. Defendant Collin Thompson is a resident of Florida with a last known address at 1400 Encore Place, Apt. 153, Lake Mary, FL 32746.

10. Defendant Cyrus Nally is a resident of Florida with a last known address at 300 Little Springs Lane, Longwood, FL 32750.

11. Defendant David Kauff is a resident of Michigan with a last known address at 11200 Newman Rd., Brighton, MI 48114.

12. Each Departed TEK Employee agreed in his respective employment agreement with TEK that jurisdiction and venue are proper in this Court and are therefore subject to the Court's jurisdiction. *See* Exhibit A, Thompson Employment Agreement at ¶10; Exhibit B, Nally Employment Agreement at ¶10; and Exhibit C, Kauff Employment Agreement at ¶10.

13. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1) because there is complete diversity between TEK on the one hand, and the Departed TEK Employees on the other, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs.

14. The Departed TEK Employees purposefully entered into contracts with TEK, a Maryland-based entity. In addition, the Departed TEK Employees communicated electronically with TEK's principal place of business in Maryland. Daily during their respective employments, the Departed TEK Employees had access to and used confidential information of TEK stored on servers located in Maryland. This information is Confidential Information, as defined in Paragraph 6 of the Employment Agreements, related to the Departed TEK Employees' employment, and allowed the Departed TEK Employees to successfully perform their respective responsibilities.

FACTUAL ALLEGATIONS

TEK's Business

15. TEK is engaged in the highly competitive business of recruiting, employing, and providing the services of technical service personnel, including, but not limited to, programmers,

engineers, network specialists, systems administrators, technical support specialists, helpdesk support, security analysts, and other Information Technology positions on a temporary and permanent basis to companies throughout the United States, including in Michigan and Florida.

16. TEK additionally provides managed and component services to companies and other entities throughout the United States, including in Michigan and Florida.

17. TEK has expended significant resources on its proprietary and confidential information that it provides to select employees for use in the performance of services for TEK.

18. The confidential information provided by TEK is essential to the business operations, value, effectiveness, goodwill, competitive advantage, and viability of TEK's business.

19. Such information includes financial information and controls; sales and marketing strategies; acquisition plans; pricing and costs; customers' names, addresses, telephone numbers, and contact persons; customers' staffing preferences and requirements; margin tolerances regarding pricing; the names, addresses, telephone numbers, skill sets, availability and wage rates of contract employees; sales, recruiting, pricing and marketing techniques; sales and recruiting manuals' forms and processes for acquiring and recording information; salary and performance evaluations of non-contract employees; and management practices, procedures and processes.

20. TEK has further invested and continues to invest significant resources to develop its confidential and proprietary information (and databases to store such information), methods, and techniques to: (a) identify entities that utilize professional placement to fill specialized, technical staffing needs; (b) identify the key individuals responsible for the recruitment of professional employees within those entities; (c) maintain, develop and nurture business relationships (and associated goodwill) with those entities and individuals; (d) learn clients'

business and technological needs; (e) develop innovative solutions to meet clients' staffing needs; (f) develop, screen, and maintain highly qualified candidates for placement with their clients; (g) recruit, develop and maintain relationships (and associated goodwill) with contractors from various industries; and (h) set appropriate pricing to attract and maintain clients.

21. TEK's confidential and proprietary information, databases and methodologies have significant economic value to TEK, are not readily available in the public domain, are confidential and proprietary to TEK, and would be immensely valuable to another company operating in the IT and business solutions space and providing technology services, consulting, and talent solutions, for reasons including the following:

- a. The processes by which TEK recruits and matches candidates with clients – from the initial marketing stages and candidate recruitment, through placement and continued monitoring of client satisfaction and future client needs – involve methods and techniques developed internally and built upon by Allegis and its subsidiaries, including TEK, for over more than twenty years;
- b. Competition in the professional staffing industry is fierce and highly dependent on a staffing company's development, maintenance, and use of nonpublic information related to clients, prospective clients, and candidates;
- c. Successful staffing companies use confidential and proprietary nonpublic information to develop contacts, build reputations, and acquire clients' and candidates' trust; and
- d. A considerable investment of time and resources are needed for a staffing company to develop client and candidate relationships, which include development and training of the staffing company's employees and recruiters.

22. Individuals who are employed by TEK to develop and manage relationships with clients and recruit candidates become intimately knowledgeable regarding TEK's clients, candidate pools and recruiting sources and methods; methods and techniques for analyzing and matching client needs and candidate capabilities; financial analyses and formulas for setting prices and conducting a profitable business; quality control measures for maintaining satisfaction; and other items of confidential business information that give TEK a competitive advantage in the market.

23. In addition to providing select employees with access to confidential and proprietary information so that such employees become highly knowledgeable of the information, certain TEK employees involved in recruitment additionally become personally acquainted with and have access to TEK's business relationships and receive TEK's unique and specialized training.

24. This training includes multi-week training on TEK's sales and delivery processes to foster sustained business relationships with customers and contractors, managing pipelines and networks, recruiting fully qualified requisitions, sourcing strategies, screening practices, providing value, and presenting candidates.

The Departed TEK Employees and Employment Agreements

25. Collin Thompson began his most recent employment with TEK on or about July 27, 2020, as a Recruiter Trainee.

26. Thompson then became a Recruiter for TEK on November 7, 2020, and an Onboarding Coach for TEK on October 2, 2023. Thompson worked for TEK in Lake Mary, Florida. Lake Mary, Florida is a suburb that is about 20 miles North of Orlando, Florida.

27. As a Recruiter & Onboarding Coach, Thompson was responsible for onboarding, training, and coaching activities for new recruiters in field offices. Thompson's job duties included, but were not limited to, onboard planning, assisting new hires in various facets, leading new hires through new recruiter training programs, scheduling and facilitating training shows, facilitating ongoing workshops for skill development, ensuring recruiting fundamentals are effectively enforced, conducting trainees' reviews, and working with professional development.

28. Cyrus Nally began his employment with TEK on or about October 1, 2018, and worked for TEK in Lake Mary, Florida.

29. Nally then served in the roles of IT Delivery Specialist I, Recruiter, Specialization Lead, Team Lead – Delivery, and Team Lead – Delivery II.

30. Most recently, on October 1, 2023, Nally moved into the Specialization Lead II role and stayed in that position through the end of his tenure with TEK.

31. As a Specialization Lead II, Nally was responsible for leading a group or pod of recruiters and focusing on developing their technical skillsets and expertise. Nally's job duties included, but were not limited to, coaching and mentoring recruiters, supporting the delivery teams through training modules, role play scheduling, daily debriefing, performance management, assessing trainee performance, and providing developmental feedback and coaching.

32. David Kauff began his employment with TEK as a recruiter on or about June 1, 2020, and worked for TEK in Southfield, Michigan, a suburb of Detroit, Michigan.

33. On or about May 9, 2021, TEK promoted Kauff into the role of Account Manager.

34. As an Account Manager, Kauff was responsible for identifying, developing and managing new and existing customer relationships. Kauff's job duties included, but were not

limited to, meeting with existing and prospective customers to establish customer needs and build relationships, presenting sales information and proposals, and partnering with the delivery team to identify open needs of existing or prospective customers, presenting top candidates, and collecting and providing candidate and interview feedback.

35. Due to the virtue of their training, access to confidential information, and engagement with clients, employees, and/or TEK's temporary contractors whom TEK places at its clients, it is TEK's practice is to have its recruiting and onboarding coaches, team and specialization leads, and account managers sign valid and enforceable restrictive covenants.

36. Each Departed TEK Employee has an employment agreement with TEK, in which the Departed TEK Employee agreed to various covenants during and after their employment with TEK.

37. On July 8, 2020, Thompson signed an agreement with TEK, titled Employment Agreement ("Thompson Employment Agreement"), which is attached hereto as **Exhibit A**.

38. On September 18, 2018, Nally signed an agreement with TEK, titled Employment Agreement ("Nally Employment Agreement"), which is attached hereto as **Exhibit B**.

39. On May 19, 2020, Kauff signed an agreement with TEK, titled Employment Agreement ("Kauff Employment Agreement"), which is attached hereto as **Exhibit C**.

40. The limited restrictive covenants contained within the employment agreements are reasonable and necessary to protect TEK's legitimate and protectable business interests in, among other things, its confidential information, established client relationships, reputation, and goodwill with customers and employees. *See* Ex. A at ¶1, Ex. C at ¶1, Ex. B at ¶15.

41. In Paragraph 6 of their respective Employment Agreements, Thompson, Nally, and Kauff each agreed to protect TEK's confidential information. Specifically,

EMPLOYEE covenants and agrees that, except as required by the proper performance of EMPLOYEE's duties for [TEK], EMPLOYEE shall not use, disclose or divulge any Confidential Information of [TEK] to any other person, entity or company besides [TEK].

Ex. A, at ¶6, Ex. B at ¶6, Ex. C at ¶6.

42. Each Employment Agreement defines "Confidential Information" as:

information not generally known by the competitors of [TEK] or the general public concerning [TEK's] Business that [TEK] takes reasonable measures to keep secret, including but not limited to: financial information and financial controls; sales and marketing strategies; acquisition plans; pricing and costs; customers' names, addresses, telephone numbers, and contact persons; customers' staffing requirements; margin tolerances regarding pricing; the names, addresses, telephones numbers, skill sets, availability and wage rates of Contract Employees; sales, recruiting, pricing and marketing techniques; sales and recruiting manuals' forms and processes for acquiring and recording information; salary and performance evaluations of Regular Employees; and management practices, procedures and processes.

Ex. A at ¶6, Ex. B at ¶6, Ex. C at ¶6.

43. In their respective Employment Agreements, Thompon and Kauff each agreed to abide by the restrictions on use or disclosure of "Confidential Information" for two (2) years after the end of their respective employment if the information did not qualify as a secret, and where such information constitutes a trade secret, for as long as the information remains qualified as a trade secret. Nally agreed to abide by the restrictions for three (3) years, except for restrictions in the case of information constituting trade secrets, which he agreed to abide by as long as the information remains qualified as a trade secret. *See* Ex. A at ¶6, Ex. B at ¶6, Ex. C at ¶6.

44. The Thompson, Nally, and Kauff Employment Agreements also contain several restrictive covenants. One such covenant restricts their ability to solicit TEK customers.

45. In Paragraph 4 of his Employment Agreement, Nally, agreed for eighteen months after the termination of his employment to not, directly or indirectly:

(a) Communicate with any individual, corporation or other entity which is a customer of [TEK] and about which EMPLOYEE obtained Confidential Information or with which EMPLOYEE did business on [TEK's] behalf during the two (2) year period preceding termination of employment for the purpose of (i) entering into any business relationship with such customer if the business relationship is competitive with any aspect of [TEK's] Business, for which EMPLOYEE performed services or about which EMPLOYEE obtained Confidential Information during the two (2) year period preceding termination of employment, or (ii) encouraging such customer to reduce or eliminate the business such customer conducts with [TEK] and conduct such business with a competitor of [TEK][.]

Ex. B at ¶4.

46. Similarly, in Paragraph 4 of their respective Employment Agreements, for eighteen months after the termination of their respective employment, Thompson and Kauff each agreed to not, directly or indirectly:

(a) Communicate with any individual or entity which is a Covered Customer for the purpose of (i) entering into any business relationship with such Covered Customer if the business relationship is competitive with any aspect of [TEK's] Business for which Employee performed services or about which EMPLOYEE obtained Confidential Information during the Look Back Period, or (ii) reducing or eliminating the business such customer conducts with [TEK][.]

Ex. A at ¶4, Ex. C at ¶4.

47. As defined by the Thompson Employment Agreement and Kauff Employment Agreement, a "Covered Customer"

means an [TEK] customer (person or entity) that EMPLOYEE had business-related contact with or obtained Confidential Information about during the Look Back Period, and, where enforceable under

applicable law, a Covered Customer shall also include those persons or entities with whom [TEK] had a reasonable expectation of doing business based on pending requests for proposal, open bids or similar communications in form and substance in which Employee was involved occurring during the Look Back Period.

Ex. A at ¶4, Ex. C at ¶4.

48. As defined by the Thompson Employment Agreement and Kauff Employment Agreement, “Look Back Period” is the two-year period preceding the termination of employment.

Ex. A at ¶3, Ex. C at ¶3.

49. In Paragraph 4 of their respective Employment Agreements, Thompson, Nally, and Kauff each also agreed to abide by restrictions on soliciting TEK employees.

50. Specifically, Thompson and Kauff agreed, for eighteen months after the termination of their respective employment, to not, directly or indirectly:

(b) Communicate with any person who has been a Regular Employee within the Look Back Period and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE’s employment with [TEK] for the purpose of (i) providing services to any individual or entity whose business is competitive with [TEK], or (ii) leaving the employe of TEK; or

(c) Communicate with any person who has been a Contract Employee within the Look Back Period and about whom EMPLOYEE obtained knowledge or had contact by reason of Employee’s employment with [TEK] for the purpose of: (i) ceasing work for [TEK] at customers of [TEK], or (ii) refraining from beginning work for [TEK] at customers of [TEK], or (iii) providing services to any individual or entity whose business is competitive with [TEK].

Ex. A at ¶4, Ex. C at ¶4.¹

¹ As defined by the Employment Agreements, Regular Employee “means an employee of [TEK] who is not a ‘Contract Employee’; and ‘Contract Employee’ means an employee or candidate for the employment of [TEK] who is or was employed to perform services or solicited by

51. Likewise, Nally also agreed that for eighteen months after the termination of his employment to not, directly or indirectly:

(b) Communicate with any person who has been a Regular Employee within the two (2) year period prior to the date of termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE's employment with [TEK] for the purpose of (i) providing services to any individual, corporation or entity whose business is competitive with [TEK], or (ii) leaving the employe of TEK; or

(c) Communicate with any person who has been a Contract Employee within the two (2) year period prior to the date of termination of EMPLOYEE's employment and about whom EMPLOYEE obtained knowledge or had contact by reason of EMPLOYEE's employment with [TEK] for the purpose of: (i) ceasing work for [TEK] at customers of [TEK], or (ii) refraining from beginning work for [TEK] at customers of [TEK], or (iii) providing services to any individual, corporation or entity whose business is competitive with [TEK].

Ex. B at ¶4.

52. Additionally, in Paragraph 3 of the Employment Agreements, Thompson, Nally, and Kauff each agreed. for eighteen months after the termination of their respective employments, to not directly or indirectly

engage in or prepare to engage in, or be employed by, any business that is engaging in or preparing to engage in any aspect of [TEK's] Businesses for which EMPLOYEE performed services or about which EMPLOYEE obtained Confidential Information during the two (2) year period preceding termination of EMPLOYEE's employment, within a radius of fifty (50) miles from the office in which EMPLOYEE worked at the time of EMPLOYEE's employment terminated or for any other office in which EMPLOYEE worked [during the two (2) year period preceding

EMPLOYEE to perform services at or for customers of [TEK][.]” Ex. A at ¶4, Ex. B at ¶4, Ex. C at ¶4.

termination of employment, i.e., the Look Back Period] (“Restricted Area”).

Ex. A at ¶3, Ex. B at ¶3, Ex. C at ¶3.

53. The Employment Agreements define TEK’s “Business” as

the highly competitive business of providing information technology staff augmentation services, including recruiting, employing, and providing the services of technology and communications professionals on a temporary or permanent basis as well as providing managed and component services to companies and other entities throughout the United States.

Ex. A, Ex. B, Ex. C.

54. TEK provided sufficient consideration in exchange for these covenants. Such consideration included employment and continued employment, access to Confidential Information; the opportunity to become personally acquainted with the business connections, customers, clients and trade of TEK, including authorization to communicate with customers and prospective customers of TEK; authorization to communicate with TEK employees; and authorization to participate in specialized training related to TEK’s business. *See* Ex. A, Ex. B, and Ex. C.

55. Thompson, Nally, and Kauff each agreed that irreparable damage would result to TEK in the event of a violation of Paragraphs 3, 4, or 6 of their respective Employment Agreements, and that in the event of such a violation, TEK shall be entitled to an injunction that enjoins the employee’s violations. Ex. A at ¶8(a), Ex. B at ¶8(a), Ex. C at ¶8(a).

56. Thompson, Nally, and Kauff’s each also agreed that TEK’s right to injunctive relief “shall not preclude any other rights and remedies at law or in equity that [TEK] may have.” Ex. A at ¶8(d), Ex. B at ¶8(a), Ex. C at ¶8(d).

57. Thompson, Nally, and Kauff each further agreed that “it would be difficult to ascertain the damages arising from a violation” of the covenants in Paragraphs 3, 4 and 6 and that

if there is a violation of Paragraphs 3, 4, or 6, he “shall pay to [TEK] an amount equal to one hundred percent (100%) of the gross profit, or twenty-five percent (25%) of the gross sales, whatever amount is greater, resulting from business generated by EMPLOYEE” through soliciting or otherwise competing for accounts or personnel in violation of Paragraphs 3, 4, 6 or 7. *See* Ex. A at ¶8(b), Ex. B at ¶8(b), Ex. C at ¶8(b).

58. In addition, Thompson and Kauff each also agreed that if he violated Paragraph 4(b) of their respective employment agreement restricting the solicitation of Regular Employees, to pay TEK “a sum equal to 15% of the total annual compensation that [TEK] paid to each Regular Employee.” Ex. A at ¶8(b), Ex. C at ¶8(b). Such amount “is a good-faith attempt to estimate the actual damages that will result from violation of Paragraph 4(b) based on the costs to [TEK] of recruiting, training, and loss of productivity through the loss of a Regular Employee who is improperly solicited away.” Ex. A at ¶8(b), Ex. C at ¶8(b).

59. As to Thompson and Kauff, the liquidated damages provision in Paragraph 8 of their respective Employment Agreement applies to “any damages incurred (if not prevented by an injunction)[.]” Ex. A at ¶8(b), Ex. C at ¶8(b).

60. Similarly, the Nally Employment Agreement provides that injunctive relief “is in addition to and without limiting any other remedy or right” of TEK. Ex. B at ¶8(a).

61. Thompson and Kauff each also agreed to a tolling period that would extend the period of a restriction based on each day the employee violates until the originally proscribed length of time—eighteen months—is reached. Ex. A at ¶8, Ex. C at ¶8.

62. The Employment Agreements were entered into in the state of Maryland and are to be governed and enforced in accordance with Maryland law. Ex. A at ¶10, Ex. B at ¶10. Ex. C at ¶10.

63. The Departed TEK Employees each agreed that TEK would be entitled to recover its attorneys' fees and costs incurred in connection with TEK prevailing on a lawsuit to enforce the Employment Agreement or seeking damages or injunctive relief for the respective Departed TEK Employee's breach of the agreement. Ex. A at ¶14, Ex. B at ¶14, Ex. C at ¶14.

Vaco Targets TEK Employees

64. Vaco is a direct competitor of TEK, and is the talent solutions division of Highspring, a professional services operation.

65. Vaco has expertise in accounting, finance, technology and digital, and human resources and operations solutions, and like TEK, provides contract staffing and direct hire solutions to its clients.

66. Prior to the Departed Employees resigning from TEK to join Vaco, at least four other TEK employees left TEK and now work at Vaco. One of these employees was a high-level director who ran the TEK recruiting delivery center in Lake Mary, Florida, where Thompson and Nally worked for TEK and reported to the same manager.

67. This former high-level director at TEK also had post-employment obligations similar to Thompson and Nally. Upon information and belief, unlike the Departed TEK Employees, however, these former TEK employees abided by their obligations and waited until the applicable restricted period ended to join Vaco.

68. This former high-level director at TEK is now the Managing Director of Vaco Orlando, where both Thompson and Nally are currently employed by Vaco.

69. Similarly, the Managing Director of Vaco's Detroit office, where Kauff works, was a former high-level director at TEK.

70. Since October 2024, the Departed TEK Employees have all abruptly resigned their employment with TEK and began working for Vaco.

71. Defendant Thompson resigned from his TEK position located in Lake Mary, Florida, on or about October 18, 2024.

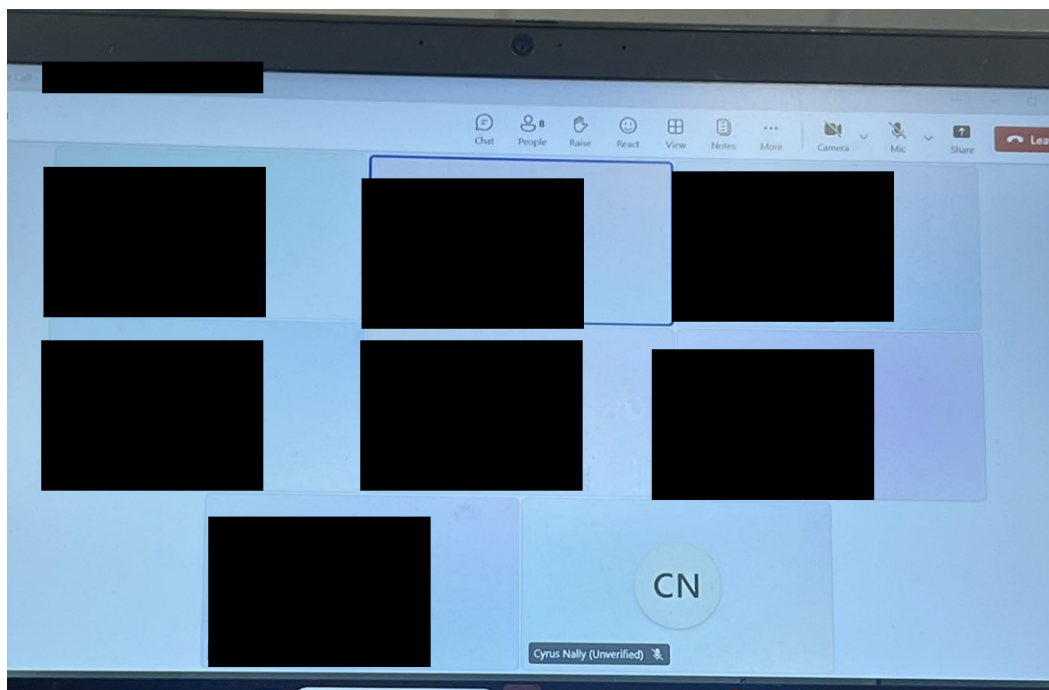
72. Following his resignation from TEK, Thompson began employment as an Associate Director of Vaco at its Orlando office in Maitland, Florida. Vaco's Orlando office is less than fifteen miles from TEK's office in Lake Mary, Florida.

73. Defendant Nally resigned from his TEK position in Lake Mary, Florida, on or about April 19, 2025.

74. Following his resignation from TEK, Nally began employment as a Senior Associate, Business Development for Vaco at its Orlando office in Maitland, Florida.

75. When he departed from TEK, Nally initially informed TEK that he did not have a job lined up.

76. On or about April 30, 2025—less than two weeks after he resigned from TEK—Nally appeared on a request for qualifications meeting on behalf of Vaco in which he was directly competing with TEK for a customer contract.



77. TEK already had a relationship with this customer of which Nally was aware and about which Nally had Confidential Information through his prior employment with TEK.

78. Upon information and belief, Defendant Kauff interviewed with a former TEK employee at Vaco during his recruitment to and hiring process with Vaco.

79. Kauff was aware of the restrictive covenants in the Kauff Employment Agreement at the time he interviewed with Vaco.

80. Defendant Kauff resigned from employment with TEK on or about May 21, 2025.

81. Following his resignation from TEK, Kauff became employed by Vaco as an Account Executive at its Detroit office, which is located in Livonia, Michigan and less than 20-miles from the TEK office where Kauff worked.

82. When he provided his resignation to TEK, Kauff initially refused to inform his leader where he was going “because [Vaco] HR and Legal advised him not to.”

83. The Departed TEK Employees’ employment with Vaco in the same market areas in which each individual conducted business activities on behalf of TEK for years has placed TEK at an unfair competitive disadvantage because of each of these individual’s extensive knowledge of TEK’s Confidential Information, business plans, strategies, and relationships with TEK customers and contractors.

CAUSES OF ACTION

COUNT I – BREACH OF CONTRACT (EMPLOYMENT AGREEMENT) AGAINST COLLIN THOMPSON

84. TEK incorporates by reference all allegations contained in the preceding Paragraphs as though fully set forth herein.

85. TEK and Thompson entered into the Thompson Employment Agreement to establish and describe the parties' relative rights and obligations with respect to Thompson's employment with TEK and post-employment conduct.

86. The Thompson Employment Agreement was supported by mutual promises and valuable consideration.

87. TEK has complied with and performed all obligations under the Thompson Employment Agreement, at great benefit to Thompson.

88. The Thompson Employment Agreement (i) prohibits Thompson from using or disclosing TEK's Confidential Information; (ii) prohibits Thompson from soliciting TEK employees; (iii) prohibits Thompson from soliciting TEK clients, especially those with whom Thompson had material business-related conduct or dealings or about whom access to Confidential Information; and (iv) prohibits Thompson from competing against TEK within the Restricted Area.

89. The Thompson Employment Agreement extends Thompson's non-solicitation and non-competition obligations for a period of eighteen (18) months following the end of his employment with TEK.

90. Thompson has breached and continues to materially breach the express terms of the Thompson Employment Agreement, with at least the following conduct:

- a. Working for Vaco within fifty (50) miles of where he performed services for TEK, thereby breaching his non-competition obligations to TEK.

91. As a direct and proximate result of Thompson's conduct in material breach of his Employment Agreement, TEK has suffered and will continue to suffer substantial damages and irreparable harm.

**COUNT II – BREACH OF CONTRACT (EMPLOYMENT AGREEMENT) AGAINST
CYRUS NALLY**

92. TEK incorporates by reference all allegations contained in the preceding Paragraphs as those fully set forth herein.

93. TEK and Nally entered into the Nally Employment Agreement to establish and describe the parties' relative rights and obligations with respect to Nally's employment with TEK and post-employment conduct.

94. The Employment Agreement was supported by mutual promises and valuable consideration.

95. TEK complied with and performed all obligations under the Nally Employment Agreement, at great benefit to Nally.

96. The Nally Employment Agreement (i) prohibits Nally from using or disclosing TEK's Confidential Information; (ii) prohibits Nally from soliciting TEK employees; (iii) prohibits Nally from soliciting TEK clients, especially those with whom Nally had material business-related conduct or dealings or about whom Nally had access to Confidential Information; and (iv) prohibits Nally from competing against TEK within the Restricted Area.

97. The Nally Employment Agreement extends Nally's non-solicitation and non-competition obligations for a period of eighteen (18) months following the end of his employment with TEK.

98. Nally has breached and continues to materially breach the express terms of the Nally Employment Agreement with, at least, the following conduct:

- a. Working for Vaco within fifty (50) miles of the location where he performed services for TEK, thereby breaching his non-competition obligations to TEK.
- b. Participating in the requisition call with a TEK customer on behalf of Vaco.

99. As a direct and proximate result of Nally's conduct in material breach of his Nally Employment Agreement, TEK has suffered and will continue to suffer substantial damages and irreparable harm.

**COUNT III – BREACH OF CONTRACT (EMPLOYMENT AGREEMENT) AGAINST
DAVID KAUFF**

100. TEK incorporates by reference all allegations contained in the Paragraphs above as though fully set out herein.

101. TEK and Kauff entered into the Kauff Employment Agreement to establish and describe the parties' relative rights and obligations with respect to Kauff's employment with TEK and post-employment conduct.

102. The Kauff Employment Agreement was supported by mutual promises and valuable consideration.

103. TEK complied with and performed all obligations under the Kauff Employment Agreement, at great benefit to Kauff.

104. The Kauff Employment Agreement (i) prohibits Kauff from using or disclosing TEK's Confidential Information; (ii) prohibits Kauff from soliciting TEK employees; (iii) prohibits Kauff from soliciting TEK clients, especially those with whom Kauff had material business-related conduct or dealings or about whom Kauff had access to Confidential Information; and (iv) prohibits Kauff from unfairly competing against TEK within the Restricted Area.

105. The Kauff Employment Agreement extends Kauff's non-solicitation and non-competition obligations for a period of eighteen (18) months following the end of his employment with TEK.

106. Kauff has breached and continues to materially breach the express terms of the Kauff Employment Agreement with, at least, the following conduct:

- a. Working for Vaco within fifty (50) miles of where he performed services for TEK, thereby breaching his non-competition obligations to TEK.

107. As a direct and proximate result of Kauff's conduct in material breach of the Kauff Employment Agreement, TEK has suffered and will continue to suffer substantial damages and irreparable harm.

PRAYER FOR RELIEF

Wherefore, TEK prays for judgment against the Defendants Collin Thompson, Cyrus Nally, and David Kauff as follows:

1. Equitably tolling the restrictive covenants in the Thompson Employment Agreement, Nally Employment and Kauff Employment Agreement to account for any period of violation during the original restricted period;
2. Enjoining, for eighteen months, Defendants Thompson, Nally, and Kauff from employment with Vaco in a role where the respective Defendant will be conducting work within a fifty (50) mile radius from the office where the respective Defendant worked at the time of separation from TEK or within two years preceding separation from TEK.
3. Enjoining Defendants Thompson, Nally, and Kauff from using or disclosing TEK's Confidential Information;
4. Enjoining, for eighteen months, Defendants Thompson, Nally, and Kauff from soliciting TEK's customers, about which the respective Defendant obtained Confidential Information or with whom the respective Defendant did business for on TEK's behalf during the two years preceding the conclusion of their employment with TEK.

5. Enjoining, for eighteen months, Defendants Thompson, Nally, and Kauff from soliciting persons who had been a TEK employee two years prior to the respective Defendant's separation of employment and about whom the respective Defendant obtained knowledge or had contact with by reason of the Defendant's employment with TEK.

6. Enjoining Defendants Thompson, Nally, and Kauff from otherwise violating his Employment Agreement with TEK.

7. Liquidated damages as provided for by the Thompson Employment Agreement, Nally Employment Agreement, and Kauff Employment Agreement against Thompson, Nally, and Kauff, respectively; actual damages in excess of \$75,000; pre and post judgment interest on any award; punitive damages as allowed under applicable law; and attorneys' fees.

8. Any other relief this Court deems just and equitable to compensate TEK for losses incurred due to the Departed TEK Employees' conduct.

DATED this 26th day of June, 2025.

Respectfully submitted,

POLSINELLI PC

/s/

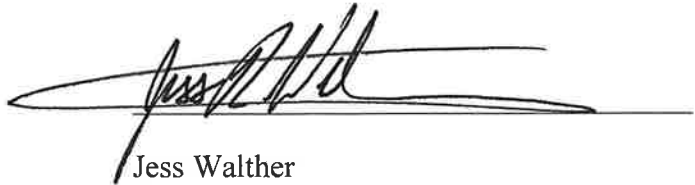
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Counsel for Plaintiff TEKsystems, Inc.

VERIFICATION

I declare and verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 26, 2025.

A handwritten signature in black ink, appearing to read "Jess Walther", is written over a horizontal line.

Jess Walther

Executive Director of Recruiting

TEKsystems, Inc.