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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: _____CA______-O

DIVISION 43 - BUSINESS COURT

TEKSYSTEMS, INC.
Plaintiff,

vs.

HIGHSPRING LLC DBA VACO BY
HIGHSPRING

Defendant.
____/

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff TEKSystems, Inc. ("TEK"), for its causes of action and complaint for injunctive relief and damages against Highspring LLC d/b/a Vaco by Highspring ("Vaco"), states and alleges as follows:

BACKGROUND

1. TEK initiates this action for injunctive relief and damages against Vaco to seek relief from Vaco for unjustly interfering with TEK's employment agreements with former high-level TEK employees, which contain restrictive covenants including non-competes.,.

2. TEK is in 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 throughout the United States.

3. Vaco is a competing staffing company that provides services in the same space as TEK.

4. Since 2020, multiple employees who have resigned from TEK then later began employment with Vaco.

5. This number has unexpectedly increased since October 2024, with at least three additional TEK employees in Florida and Michigan—Collin Thompson, Cyrus Nally, and David Kauff (collectively, the "Departed TEK Employees")—resigning and promptly joining Vaco.

6. 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.

7. Each of the Departed TEK Employees who now work 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.

8. Despite being aware of these employees' restrictions, Vaco has targeted TEK's employees to intentionally interfere with TEK's contractual relationships and unfairly compete with TEK in the respective markets.

9. Consequently, TEK brings this action to enjoin Vaco from interfering with its contractual relationships with its former employees and for damages and other relief.

PARTIES, JURISDICTION, AND VENUE

10. 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.

11. Highspring LLC d/b/a Vaco by Highspring is a Delaware limited liability corporation with its headquarters in Brentwood, Tennessee, 5501 Virginia Way, Suite 120, Brentwood, TN 37027.

12. This Court has subject matter jurisdiction because the matter in controversy exceeds $15,000.

13. This Court has personal jurisdiction over Vaco pursuant to Fla. Stat. § 48.193(1)(a) and Fla. Stat. § 48.193(2) because it operates, conducts and engages in business in Florida, has an office in Florida, and has committed tortious acts as described herein in Orange County, Florida.

14. More specifically, Vaco has an Orlando office located at 485 N Keller Rd., Suite #451, Maitland, Florida 32751.

15. Accordingly, venue is proper in Orange County in the Ninth Judicial Circuit pursuant to Fla. Stat. § 47.011.

FACTUAL ALLEGATIONS

TEK's Business

16. 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 Michigan and Florida.

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

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

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

20. 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, 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 non-contract employees; and management practices, procedures and processes.

21. 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.

22. TEK's confidential and proprietary information, databases and methodologies have significant value 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 forty years;
b. Competition in the professional staffing industries 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' 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.

23. 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.

24. In addition to providing select employees with access to confidential information and proprietary information so that such employees become highly knowledgeable of the

information, certain TEK employees additionally become personally acquainted with and have access to TEK's business relationships and receive TEK's unique and specialized training.

25. 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.

26. TEK's Professional Development department also offers various training throughout employment called "specializations" to allow employees to obtain certifications and become eligible for a pay increase. These trainings help employees develop specific skill sets that allow them to talk intelligently to the candidates and customers.

The Departed TEK Employees and Employment Agreements

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

28. 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.

29. 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, working to ensure recruiting fundamentals are effectively enforced, conducting trainees' reviews, and working with professional development.

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

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

32. 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.

33. As a Specialization Lead II, Nally was responsible for leading a group or pod of recruiters and focused 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.

34. Thompson and Nally both reported to the same manager at TEK.

35. 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.

36. On or about May 8, 2021, TEK promoted Kauff into the role of Account Manager.

37. 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.

38. 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 to have its recruiting and onboarding coaches, team, specialization leads and account managers execute restrictive covenants.

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

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

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

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

43. 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.

44. 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.

45. 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.

46. 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.

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

48. In Paragraph 4 of his Employment Agreement, Nally agreed that, 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.

49. 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.

50. 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.

51. As defined by the Thompson Employment Agreement and Kauff Employment Agreement, the "Look Back Period" is the two-year period preceding the termination of Employee's employment. Ex. A at ¶3, Ex. C at ¶3.

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

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

> (a) 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
>
> (b) 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]

54. Likewise, Nally 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

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

> 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.

55. Additionally, in Paragraph 3 of the Employment Agreements, Thompson, Nally, and Kauff each agreed for eighteen months after the termination of their respective employment 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 termination of employment, i.e., the Look Back Period] ("Restricted Area").

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

56. 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.

57. 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.

58. 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).

59. 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).

60. 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).

61. In addition, Thompson and Kauff each also agreed that if they 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, Ex. C at ¶8. 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, Ex. C at ¶8.

62. 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 violation, [TEK] shall be entitled to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such violations by Employee." Ex. A at ¶8(a), Ex. B at ¶8(a), Ex. C at ¶8(a).

63. 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).

64. 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).

65. 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.

66. 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.

<u>Vaco Targets TEK Employees</u>

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

68. 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.

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

70. This former high-level director at TEK also had post-employment obligations similar to Thompon and Nally. Upon information and belief, unlike the Departed TEK Employees, however, this former TEK employee abided by his obligations and waited until the applicable restricted period ended.

71. 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.

72. Similarly, the Managing Director at Vaco's Detroit, Michigan office, where Kauff works, was a former high-level and long-tenured Senior Manager at TEK.

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

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

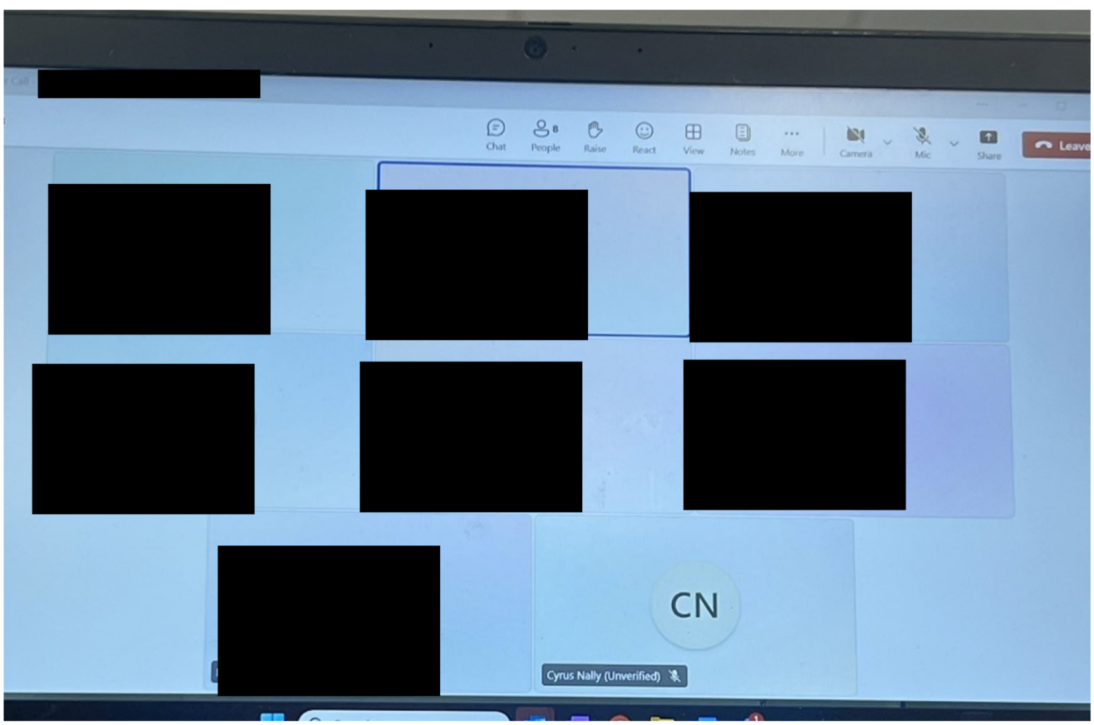
75. Following his resignation from TEK, Thompson began employment as an Associate Director of Vaco at its Orlando office in Maitland, Florida. Vaco's Orlando office is less than fifteen miles from TEK's office in Lake Mary, Florida.

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

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

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

79. 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.



80. 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.

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

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

83. Kauff resigned employment with TEK on or about May 21, 2025.

84. 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.

85. 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."

86. Vaco's employment of the Departed TEK Employees within 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.

87. Vaco's conduct has resulted, and will continue to result, in irreparable injury and harm to TEK, including, without limitation, loss of customers, loss of goodwill, loss of Confidential Information, loss of contracts, loss of referral sources, loss of competitive advantage and undetermined economic loss.

CAUSES OF ACTION

COUNT I – TORTIOUS INTERFERENCE WITH CONTRACT

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

89. The Thompson Employment Agreement, Nally Employment Agreement, and Kauff Employment Agreement are valid and enforceable contracts.

90. Vaco was aware of the existence of the Agreements, as well as the restrictive covenants contained therein.

91. By hiring and continuing to employ Thompson to perform services as an employee of Vaco in direct competition with TEK, Vaco intentionally interfered with the contract between Thompson and TEK, resulting in a breach of the Thompson Employment Agreement by Thompson.

92. By hiring and continuing to employ Nally to perform services as an employee of Vaco in direct competition with TEK, Vaco intentionally interfered with the contract between Nally and TEK, resulting in a breach of the Nally Employment Agreement by Nally.

93. By hiring and continuing to employ Kauff to perform services as an employee of Vaco in direct competition with TEK, Vaco intentionally interfered with the contract between Kauff and TEK, resulting in a breach of the Kauff Employment Agreement by Kauff.

94. Vaco has no justification for its intentional interference with the Thompson Employment Agreement, Nally Employment Agreement, or Kauff Employment Agreement.

95. As a direct and proximate result of the actions of Vaco, TEK has and will continue to suffer irreparable harm and loss, in addition to damages.

96. Vaco's conduct, as alleged herein, was intentional, malicious, reckless, and demonstrates complete indifference and conscious disregard for the rights of TEK.

COUNT II – UNFAIR COMPETITION

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

98. Vaco's conduct described herein constitutes an unfair method of competition.

99. Vaco wrongfully and intentionally interfered with TEK's relationships with Thompson, Nally, and Kauff to unfairly compete, gain a competitive advantage in the marketplace, and cause harm or otherwise be detrimental to TEK.

100. Upon information and belief, Vaco wrongfully and intentionally interfered with TEK's relationship with customers in order to unfairly compete, gain a competitive advantage in the marketplace, and cause harm or otherwise be detrimental to TEK.

101. Upon information and belief, Vaco has disclosed and/or used TEK's Confidential Information to unfairly compete, gain a competitive advantage in the marketplace, and cause harm or otherwise be detrimental to TEK.

102. Vaco's conduct interfered and continued to interfere with TEK's ability to conduct its business.

103. As a direct and proximate result of the acts and course of conduct of Vaco described herein, TEK has suffered and will continue to suffer irreparable harm and loss, in addition to damages.

104. The conduct of Vaco was willful and malicious and demonstrates a complete indifference to or conscious disregard for the rights of TEK, entitling TEK to an award of punitive damages.

COUNT III – UNJUST ENRICHMENT

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

106. There is no contract between TEK and Vaco.

107. As a result of its misconduct as alleged in this Verified Complaint, Vaco has been unjustly enriched and conferred a benefit.

108. The retention of these benefits by Vaco under the circumstances is inequitable and, therefore, Vaco should be required to disgorge its wrongful gains.

JURY DEMAND

109. TEK requests a trial by jury for all counts herein.

PRAYER FOR RELIEF

Wherefore, TEK prays for judgment against Defendant Highspring LLC d/b/a Vaco by Highspring as follows:

1. Preliminary and permanent injunctive relief:
    a. Enjoining Defendant Highspring LLC d/b/a Vaco by Highspring for a period of eighteen (18) months following the date injunctive relief is first granted, from employing Thompson, Nally, and Kauff in violation of their respective contracts with TEK;
    b. Enjoining Defendant Highspring LLC d/b/a Vaco by Highspring from interfering with contracts between TEK and TEK employees'
    c. Enjoining Defendant Highspring LLC d/b/a Vaco by Highspring from directly or indirectly making use of Confidential Information belonging to TEK.
2. Actual, compensatory and punitive damages in an amount to be proven at trial;

3. An award of reasonable attorneys' fees and costs incurred in this action;

4. Pre- and post-judgment interest at the maximum rate permitted by law;

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

DATED this 23rd day of July, 2025.

Respectfully submitted,

/s/ Michelle G. Bernstein
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Plaintiff TEKsystems, Inc.

VERIFICATION

I, Jess Walther, am the Executive Director of Recruiting at TEKSystems, Inc. I declare that I have read the foregoing Verified Complaint for Injunctive Relief and Damages and that the facts in it are true.

Executed on July 22nd, 2025, in Charlotte, North Carolina.

Jess Walther