

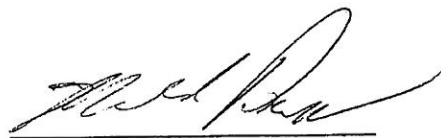
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X		:	
J. CREW GROUP, INC.,		:	
	Plaintiff,	:	Index No.
		:	
v.		:	
DWIGHT FENTON,		:	SUMMONS
	Defendant.	:	Basis of Venue is Principal Office
		:	of Plaintiff
-----X			

TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorneys an Answer to the Complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in this Complaint.

Dated: New York, New York
January 24, 2013



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Attorneys for Plaintiff
J. Crew Group, Inc.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X		:	
J. CREW GROUP, INC.,		:	
	Plaintiff,	:	Index No.
		:	
v.		:	<u>COMPLAINT</u>
		:	
DWIGHT FENTON,		:	
	Defendant.	:	
-----X		:	

Plaintiff J. Crew Group, Inc. (“J. Crew” or “Plaintiff”), as and for its Complaint against Dwight Fenton (“Fenton” or “Defendant”), hereby alleges:

THE PARTIES

1. J. Crew is a Delaware corporation with its principal place of business at 770 Broadway, New York, New York 10003.

2. Fenton is J. Crew’s former Senior Design Director. During his employment with J. Crew, Fenton was based in J. Crew’s New York City office. Upon information and belief, Fenton is a resident and domiciliary of the State and City of New York.

FACTUAL ALLEGATIONS

3. J. Crew is a well-known international retailer of men’s, women’s, and children’s apparel and accessories. In addition to its international catalog and internet sales, J. Crew operates retail stores in the United States and Canada, including New York City.

4. Over the years, at considerable effort and expense, J. Crew has developed confidential and proprietary business information, including, but not limited to, product designs, specifications, and measurements, production schedules, manufacturing resources, and other information concerning J. Crew's business operations (e.g., budgets, costs, expenditures, profit margins, marketing plans and strategies, and advertising and promotional practices).

5. J. Crew carefully safeguards the confidentiality of its proprietary business information by, among other things, maintaining computer security devices, protocols, and policies, and requiring employees to agree and acknowledge that they will not disclose confidential information to anyone outside J. Crew either during or subsequent to their employment.

6. Defendant Fenton was formerly employed by J. Crew as a Senior Design Director in the Men's Design division. In that position, Fenton was one of J. Crew's two most senior men's clothing designers and had significant responsibility for, among other things, designing and developing J. Crew's men's clothing lines, determining style trends and direction, selecting materials, colors, and patterns used in designs, and helping to create brand and sales strategies.

7. By virtue of his high-level employment at J. Crew, Fenton had access to J. Crew's highly valuable, confidential, and proprietary business information, including, *inter alia*, J. Crew's proprietary clothing designs, specifications, and measurements, design inspirations, production development calendars, contact information for J. Crew's key manufacturing resources and collaborators, and budgets and other private financial information -- all of which would be highly valuable to J. Crew's competitors.

8. Given the proprietary and confidential nature of this information, Fenton agreed and acknowledged that he was prohibited from "using confidential information in any manner, other than in the execution of [his] responsibilities," and from "disclosing confidential

information to unauthorized individuals in or outside the Company.” Fenton also agreed that, if he left the company for any reason, he “must return all confidential information and materials prior to [his] last day of employment,” and that his “confidentiality obligations ... will continue after [his] separation, with respect to any confidential information [he] may have learned during [his] employment.” To protect J. Crew’s confidential information, Fenton and other employees could access the company’s computer network only by using a secure password, and J. Crew policy expressly prohibited them from emailing confidential information “to or from their personal e-mail addresses or accounts, including web-based e-mail accounts, (e.g., Yahoo Mail, Gmail).”

9. On January 15, 2013, Fenton gave notice that he was resigning to join one of J. Crew’s direct competitors, Bonobos, a men’s clothing retailer with a similar design aesthetic to J. Crew and which competes for the same customer. Because Fenton was going to work for a direct competitor, J. Crew asked him to leave without completing his notice period, and Fenton’s last day of work at J. Crew was January 16, 2013.

10. On or about January 23, 2013, J. Crew performed an inventory and review of the last 30 days of emails from Fenton’s work computer and discovered that, on January 15 and 16, Fenton had transmitted numerous highly confidential and proprietary J. Crew documents to his personal email address, including, *inter alia*: product design specifications and measurements; J. Crew’s 2013 production development calendar; contact information for J. Crew’s key manufacturing resources; lists of third-party brands with whom J. Crew collaborates; J. Crew’s men’s design year-end financials, men’s design budgets, and men’s presentation samples budgets; and design inspirations.

11. It is apparent that Fenton, knowing that he was leaving J. Crew for one of its direct competitors, collected as much of J. Crew’s confidential business information as he could

and surreptitiously forwarded it to his home computer for future use at Bonobos, where he has commenced or will shortly commence employment. There is a serious danger that Fenton, directly or indirectly through his new employer, will use or disclose (or has already begun to use or disclose) that information on behalf of J. Crew's direct competitor, providing Bonobos with highly-valuable creative and financial information that it and Fenton can use to unfairly compete with J. Crew.

FIRST CLAIM
(Breach of Duty of Confidentiality)

12. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 11 hereof as if fully set forth at length herein.

13. Fenton was employed by J. Crew in a position of trust and confidence.

14. Both during and after his employment with J. Crew, Fenton owed certain duties to J. Crew, including, but not limited to, a duty not to use or disclose J. Crew's confidential business information.

15. Fenton was bound to treat J. Crew's confidential information as property of J. Crew, and not to disclose such information to third parties, or to use such information on his own account or on account of other third parties, firms and/or entities. Fenton was also bound not to harm J. Crew's business and/or benefit one of J. Crew's competitors by misappropriating J. Crew's confidential information.

16. Notwithstanding these obligations and duties, and in violation thereof, Fenton has wrongfully misappropriated J. Crew's confidential and proprietary information for use on behalf of J. Crew's direct competitor, Bonobos.

17. As a consequence of Fenton's foregoing intentional breaches of his duties to J. Crew, J. Crew has been injured, for which it is entitled to recover compensatory damages and

interest in an amount as the proof at trial may warrant but which is believed to exceed \$150,000, together with punitive damages in the amount of \$500,000 or such greater amount as proof at trial may warrant.

SECOND CLAIM
(Unfair Competition)

18. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 17 hereof as if fully set forth at length herein.

19. Fenton has engaged in unfair competition by, among other things, unlawfully misappropriating and using J. Crew's confidential information for the benefit of J. Crew's competitor, Bonobos, and J. Crew is entitled to compensatory damages and interest in an amount as the proof at trial may warrant but which is believed to exceed \$150,000, together with punitive damages in the amount of \$500,000 or such greater amount as proof at trial may warrant.

THIRD CLAIM
(Misappropriation)

20. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 19 hereof as if fully set forth at length herein.

21. Fenton intentionally and wrongfully misappropriated J. Crew's property, including, *inter alia*, its confidential and proprietary business information.

22. Fenton has failed and refused to return this property to J. Crew, despite Fenton's common law obligations and in contravention of J. Crew's policies, with which he agreed to comply even after the end of his employment.

23. As a result of the intentional and wrongful conduct of Fenton, J. Crew has been injured, for which it is entitled to recover compensatory damages and interest in an amount as the proof at trial may at warrant but which is believed to exceed \$150,000, together with punitive damages in the amount of \$500,000 or such greater amount as proof at trial may warrant.

FOURTH CLAIM
(Injunction)

24. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 23 hereof as if fully set forth at length herein.

25. J. Crew will suffer irreparable injury if Fenton is not enjoined from using and disclosing J. Crew's confidential and proprietary information.

26. Money damages would be inadequate to fully compensate J. Crew for the incalculable loss of its confidentiality and competitive advantage that would result from the continued wrongful acts of Fenton.

27. J. Crew is therefore entitled to a permanent injunction: (i) prohibiting Fenton from using and disclosing J. Crew's confidential and proprietary information, and (ii) directing Fenton to return to J. Crew any and all J. Crew documents, data, and other information in his possession, custody, or control (including, but not limited to, electronic information and data).

WHEREFORE, Plaintiff J. Crew respectfully requests that it be awarded relief as follows:

(1) On the FIRST, SECOND, and THIRD CLAIMS, awarding compensatory damages and interest to Plaintiff in an amount to be proven at trial, together with punitive damages in the amount of \$500,000 or such greater amount as the proof at trial may warrant.

(2) On the FOURTH CLAIM,
(a) permanently enjoining Defendant, and anyone acting in concert with him or on his behalf, from using, or disclosing to any third party, any confidential business information or documents that Defendant learned, obtained, or retained as a result of his employment by J. Crew; and

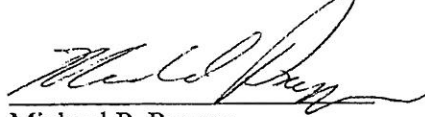
(b) directing Defendant to deliver forthwith to J. Crew all originals and copies possessed by Defendant, or which are otherwise subject to Defendant's custody or control, of all documents or electronic records reflecting or containing any business information of J. Crew that Defendant learned, obtained, or retained as a result of his employment by J. Crew.

(3) AS TO ALL CLAIMS, awarding Plaintiff its costs and disbursements incurred herein, including its attorneys' fees incurred in prosecuting this action; and

(4) Granting Plaintiff such other and further relief as the Court may deem just, equitable and proper.

Dated: New York, New York
January 24, 2013

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X		:	
J. CREW GROUP, INC.,		:	
	Plaintiff,	:	Index No.
		:	
v.		:	<u>AFFIRMATION</u>
DWIGHT FENTON,		:	
	Defendant.	:	
-----X			

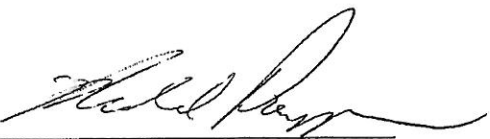
MICHAEL P. PAPPAS, an attorney duly admitted to practice before the Courts of the State of New York, hereby affirms the following statements to be true under penalty of perjury.

1. I am an attorney for J. Crew Group, Inc., and submit this affirmation in support of assignment to the Commercial Division.
2. This is an action seeking injunctive relief and damages for unfair competition and breach of the duty of confidentiality arising from the wrongful misappropriation of trade secrets and proprietary business information by a former employee of Plaintiff.
3. The amount sought in compensatory damages exceeds \$150,000.00.

4. I am fully familiar with the facts and pleadings in this action and have reviewed the Rules of the Commercial Division, New York County including the guidelines for the assignment of cases to the Commercial Part.

5. I believe that this case complies with the guidelines for the assignment of cases to the Commercial Part and should be assigned to the Commercial Division.

Date: January 24, 2013



Michael P. Pappas