

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

de SENILHES, VALSAMDIDIS, AMSALLEM,  
JONATH, FLAICHER ASSOCIÉS d/b/a/ TAYLOR  
WESSING FRANCE,

Index No.

SUMMONS

Plaintiff,

- against -

NIXON PEABODY LLP,

Defendant.

08602253

COUNTY CLERKS OFFICE  
NEW YORK  
AUG 01 2008

FILED

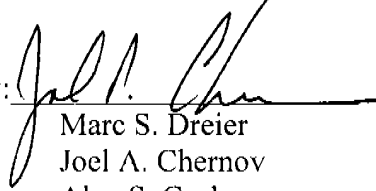
TO THE ABOVE NAMED DEFENDANT:

Nixon Peabody LLP  
437 Madison Avenue  
New York, New York 10022

You are hereby summoned and required to serve upon plaintiff's attorney an answer to the complaint in this action, a true and correct copy of which is served upon you herewith, within twenty days after the service of this summons, exclusive of the day of service, or within thirty 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 the complaint.

Dated: New York, New York  
August 1, 2008

**DREIER LLP**

By:   
Marc S. Dreier  
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*Attorneys for Plaintiff*

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COMPLAINT

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Plaintiff de Senilhes, Valsamdidis, Amsalleem, Jonath, Flaicher Associés  
d/b/a Taylor Wessing France ("TWF"), by its undersigned attorneys, for its Complaint  
against defendant Nixon Peabody LLP ("Nixon"), alleges as follows:

NATURE OF THE ACTION

1. This case arises from Nixon's unlawful efforts to create a Paris law office for itself by raiding TWF of its lawyers in violation of an express agreement not to do so and in concert with a TWF partner in blatant violation of his fiduciary duties to TWF.

THE PARTIES

2. TWF is a law firm with its principal place of business in Paris, France. TWF is currently comprised of 4 equity partners, 15 non-equity partners and 36 associates. TWF is affiliated with the Taylor Wessing firm based in London with affiliated offices elsewhere in Europe.

3. Upon information and belief, Nixon is a New York limited liability partnership engaged in the practice of law, with its principal offices in Manhattan and Rochester and 16 other offices elsewhere in the United States and abroad.

## RELEVANT BACKGROUND

### The July 31, 2007 Agreement

4. In July 2007, TWF and Nixon commenced discussions with respect to a potential business relationship, including the possibility of a combination of the firms whereby TWF would become Nixon's Paris office. In connection with those discussions, TWF and Nixon entered into a "Mutual Non-Disclosure Agreement, dated July 31, 2007 (the "July 2007 Agreement"), a copy of which is annexed hereto as Exhibit A.

5. In the July 2007 Agreement, TWF and Nixon acknowledged that, in the course of their discussions, they might disclose "trade secrets or confidential or proprietary information," and they agreed to keep such information confidential. *See Ex. A ¶¶ 1-3.* TWF and Nixon further agreed not to solicit each other's partners, lawyers or employees should the discussions not come to fruition, stating as follows:

- (a) TWF undertakes not for two years from the date of this agreement to employ or offer partnership directly or indirectly and whatever the legal qualification of employment or partnership to any person who at this date of this agreement is a partner, a lawyer or an employee of Nixon.
- (b) Nixon undertakes not for two years from the date of this agreement to employ or offer partnership directly or indirectly and whatever the legal qualification of employment or partnership to any person who at this date of this agreement is a partner, a lawyer or an employee of TWF.

*Id* at ¶ 7.

6. In the July 2007 Agreement, both parties explicitly recognized that the foregoing provisions "are necessary for the protection of the business and goodwill of the parties." The parties expressly agreed that any breach of these provisions

would cause substantial and irreparable harm and would entitle the aggrieved party to seek injunctive and other equitable relief. *Id.* at 8(c).

7. The July 2007 Agreement also explicitly provides that it cannot be modified or terminated except by an agreement in writing signed by both parties. *Id.* at 8(a).

8. Finally, the July 2007 Agreement provides that it “shall be construed and interpreted in accordance with the laws of the State of New York without regard to the choice of law principles of that or any other jurisdiction” and that all claims relating to the Agreement shall be brought in state or federal court in New York. *Id.* at 8(c).

#### **The Termination of Discussions Between TWF and Nixon**

9. By the fall of 2007, TWF had determined that it did not wish to continue its discussions with Nixon. TWF’s managing partner, Arnaud de Senilhes (“de Senilhes”), had been TWF’s principal contact with Nixon, and it was agreed among the five equity partners that he would so inform Nixon. TWF has since learned that de Senilhes evidently did so by letter dated November 3, 2007 (a copy of which is annexed hereto as Exhibit B) (the “November 2007 Letter”), in which he advised Nixon that “we do not intend to continue at this stage with any discussions that we have had with Nixon Peabody concerning a potential combination of TWF with your firm.”

#### **Nixon’s Unlawful Conspiracy with de Senilhes to Raid TWF**

10. Notwithstanding the foregoing, and in blatant violation of his most basic fiduciary duties to TWF, de Senilhes surreptitiously continued negotiations with

Nixon and with various of TWF's non-equity partners to form a Paris office for Nixon comprised of such partners and associates of TWF.

11. Upon information and belief, and according to Nixon's own statements, de Senilhes and 12 of TWF's non-equity partners have now accepted partnership offers with Nixon. de Senilhes has resigned from TWF. No other TWF partners have yet done so.

**The Threat of Immediate and Irreparable Harm to TWF**

12. If Nixon is allowed to proceed with its raid of TWF's lawyers, TWF will suffer immediate and irreparable harm – both to its business and its reputation. The targeted lawyers constitute more than two-thirds of the TWF partnership.

**Nixon's Filing of a Summons with Notice**

13. On July 29, 2008, Nixon filed a Summons with Notice in Monroe County, a copy of which is annexed hereto as Exhibit C. In the Notice, Nixon states that it seeks a declaratory judgment that TWF terminated the July 2007 Agreement by its November 2007 Letter.

14. This Summons with Notice was plainly filed as a litigation tactic to obtain some presumed "home field" advantage. TWF is the true plaintiff in this matter, and New York County is the proper venue for this action. The 2007 Agreement identifies Nixon as having its offices on Madison Avenue in Manhattan, not Rochester, and at all times, TWF dealt with Nixon as a Manhattan-based firm, and all discussions with Nixon on this matter with Nixon in the United States occurred in Manhattan.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

15. TWF repeats and realleges each of the allegations contained in paragraphs 1 through 14 as if fully set forth herein.

16. The July 2007 Agreement constituted a binding and valid contract between TWF and Nixon.

17. Pursuant thereto, Nixon was prohibited from soliciting, employing or offering employment or partnership to any of the partners, lawyers or employees of TWF.

18. In soliciting TWF's non-equity partners and offering them partnership and/or employment, Nixon has materially breached the July 2007 Agreement.

19. If Nixon is allowed to proceed with any offers of partnership or employment to TWF's lawyers before August 2009, TWF will suffer immediate and irreparable harm – both to its business and its reputation. Indeed, as set forth above, Nixon expressly acknowledged in the July 2007 Agreement that a breach of the Agreement would cause substantial and irreparable harm and would entitle TWF to injunctive equitable.

20. TWF performed all of its obligations under the July 2007 Agreement.

21. TWF cannot be adequately and fully compensated by a monetary award.

22. Accordingly, TWF is entitled to a preliminary and permanent injunction enjoining and restraining Nixon from taking any further steps, either directly

or indirectly, to employ or become partners with any lawyer or employee of TWF prior to August 2009.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Aiding And Abetting Breach Of Fiduciary Duty)**

23. TWF repeats and realleges each of the allegations contained in paragraphs 1 through 14 as if fully set forth herein.

24. As the managing partner of TWF, de Senilhes had a fiduciary duty to TWF, its partners and its employees.

25. As a fiduciary, de Senilhes had a duty to avoid acting in a manner detrimental to the business of TWF, including refraining from concealing information from TWF and from assisting Nixon to the detriment of TWF.

26. In soliciting TWF's non-equity partners to leave TWF and join Nixon while still a partner of TWF, de Senilhes breached the fiduciary duty that he owed TWF.

27. In surreptitiously seeking to raid TWF's non-equity partners, Nixon knowingly and substantially assisted and aided and abetted de Senilhes in breaching the fiduciary duties he owed TWF.

28. TWF cannot be adequately and fully compensated by a monetary award.

29. Accordingly, TWF is entitled to a preliminary and permanent injunction enjoining and restraining Nixon from taking any further steps, either directly or indirectly, to employ or become partners with any lawyer or employee of TWF.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Tortious Interference With Advantageous Business Relations)**

30. TWF repeats and realleges each of the allegations contained in paragraphs 1 through 14 as if fully set forth herein.

31. Nixon conspired with de Senilhes to raid TWF. In soliciting TWF's partners, Nixon used wrongful means by, *alia, alia*, violating the July 2007 Agreement.

32. As a direct result of Nixon's actions, TWF has suffered damages to its business and reputation.

33. As a result of the foregoing, TWF is entitled to an award of damages in an amount not less than \$5 million plus punitive damages.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Injunction)**

34. TWF repeats and realleges each of the allegations contained in paragraphs 1 through 29 as if fully set forth herein

35. A preliminary and permanent injunction pursuant to CPLR § 6301 is necessary to prevent Nixon from unlawfully engaging as partners 13 of TWF's partners.

36. Accordingly, TWF is entitled to a preliminary and permanent injunction enjoining and restraining Nixon from taking any further steps, either directly or indirectly, to employ or become partners with any lawyer or employee of TWF.

WHEREFORE, TWF respectfully requests that the Court enter judgment as follows:

A. On the First Cause of Action, enjoining and restraining Nixon from taking any further steps, either directly or indirectly, to employ or become partners with any lawyer or employee of TWF prior to August 2009;

B. On the Second Cause of Action, enjoining and restraining Nixon from taking any further steps, either directly or indirectly, to employ or become partners with any lawyer or employee of TWF;

C. On the Third Cause of Action, awarding TWF damages in an amount to be determined at trial, but not less than \$5 million plus punitive damages;

D. On the Fourth Cause of Action, enjoining and restraining Nixon from taking any further steps, either directly or indirectly, to employ or become partners with any lawyer or employee of TWF;

E. Granting TWF pre-judgment interest together with reasonable attorneys fees and the costs of this action; and

F. Granting TWF such further and other relief as this Court deems just and proper.

Dated: New York, New York  
August 1, 2008

**DREIER LLP**

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*Attorneys for Plaintiff*

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**SUMMONS & COMPLAINT**

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