

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

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CARTIER, a division of	:	
RICHEMONT NORTH AMERICA, INC.	:	
	:	
Plaintiff,	:	
	:	
v.	:	SUMMONS
	:	
TIFFANY AND COMPANY	:	
and MEGAN MARINO,	:	
	:	
Defendants.	:	
-----	:	

To the above named Defendants:

Tiffany and Company
727 Fifth Avenue
New York, NY 10022

Megan Marino
120 West 21st Street, Apt. 405,
New York, NY 10011

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue is Plaintiff resides in New York County.

Dated: New York, New York
February 28, 2022

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Richemont North America, Inc.*

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CARTIER, a division of	:	Index No.:
RICHEMONT NORTH AMERICA, INC.	:	
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Plaintiff,	:	
	:	
v.	:	COMPLAINT
	:	
TIFFANY AND COMPANY	:	
and MEGAN MARINO,	:	
	:	
Defendants.	:	
	:	

Plaintiff Cartier (“Cartier” or “Plaintiff”), a division of Richemont North America, Inc. (“Richemont,” and together with Cartier, the “Company”), by and through its attorneys, Fisher and Phillips LLP, as and for their Complaint against Tiffany and Company (“Tiffany”) and Megan Marino (“Marino”) (collectively, the “Defendants”), hereby alleges as follows:

INTRODUCTION

Plaintiff Cartier has not only uncovered direct evidence of a former employee’s unlawful taking of Cartier’s valuable confidential information and trade secrets, but through determined investigation Cartier has also opened a window into Tiffany’s disturbing culture of misappropriating competitive information. Faced with talent departures that led its Vice President for North American Merchandising to characterize Tiffany’s high jewelry division as being in disarray, Tiffany’s senior and mid-level management reacted in the lowest and most desperate manner: they used quick money and title advancement to lure away an under-qualified employee from a successful competitor, knowing she lacked the experience and knowledge to perform a high jewelry manager role. Immediately upon hire, Tiffany’s President for the Americas met with this

junior manager for the express purpose of obtaining information about Cartier, openly asking for highly valuable, detailed confidential information that would foster unfair competition, while in the same breath disparaging Cartier in an unseemly manner. Fully disregarding the new manager's confidentiality and non-solicitation contractual obligations to Cartier, Tiffany's President for the Americas asked her to assist Tiffany in soliciting great talent from Cartier.

Throughout the new employee's brief tenure at Tiffany, both Tiffany's President and its Vice President for Merchandising repeatedly and knowingly solicited and received confidential Cartier information from her. They cavalierly documented these illegal solicitations in e-mails and text messages that readily approve illegal conduct, including outreach to current Cartier employees for highly valuable confidential information. Moreover, Tiffany's first, second and third reactions to Cartier's written notice of these highly concerning circumstances was to ignore, deflect and deride Cartier's efforts to protect its assets. Only after Cartier refused to accept half-answers and poorly investigated assurances, did Tiffany take *any* action – firing the new junior manager *for failing to disclose her misconduct*, while taking no action against Tiffany's senior leaders who pressured her to engage in it. Moreover, Tiffany continues to ignore open and obvious use of Cartier confidential information, including Tiffany's use of Cartier's confidential information in its internal business presentations. This action is necessary to remedy Tiffany's prior wrongdoing and to cease its current course of illegal conduct.

NATURE OF THE ACTION

1. This is an action for injunctive relief and money damages pursuant to New York Civil Practice Rules ("CPLR") § 6311 *et seq.*, to address Defendant Tiffany's deliberate scheming to misappropriate and convert Cartier's highly confidential business information to unfairly compete with Cartier through Cartier's former employees, including Defendant Marino. This

action also seeks to address Tiffany's tortious interference with contractual relations between Plaintiff and Marino, and Tiffany's tortious interference with Plaintiff's prospective economic advantage.

2. Through Defendant Marino and other former Cartier employees, Tiffany's senior leaders have engaged in a course of conduct designed to unlawfully obtain confidential information about Cartier's North American business and specifically, its High Jewelry Division, to unfairly compete with the same.

3. Tiffany has unlawfully aided and abetted Marino's breach of the confidentiality restrictions she agreed to as a condition of her employment with Cartier, and further has sought to convert Cartier's trade secrets and other valuable confidential and proprietary information.

PARTIES

4. Richemont is a corporation organized and existing under the laws of the State of Delaware with a principal place of business in New York County at Olympic Tower, 645 Fifth Avenue, New York, NY 10022. Cartier, a division of Richemont, also maintains its principal place of business in New York County at Olympic Tower, 645 Fifth Avenue, New York, NY 10022.

5. Megan Marino is an individual residing at 120 West 21st Street, Apt. 405, New York, NY 10011.

6. Marino was employed by Cartier for close to nine (9) years, until she voluntarily resigned from her employment on December 14, 2021.

7. Tiffany and Company is a corporation organized and existing under the laws of the State of Delaware with a principal place of business located at 727 Fifth Avenue, New York, NY 10022.

JURISDICTION AND VENUE

8. This Court has personal jurisdiction over Marino because she resides in New York.
9. This Court has personal jurisdiction over Tiffany because it is a corporation with a principal place of business in New York.
10. This Court further has personal jurisdiction over both Marino and Tiffany because they transact business within New York and contract to supply services in New York.
11. Venue is proper in this Court pursuant to the applicable provisions of the Civil Practice Law and Rules, including but not limited to CPLR § 503, because a substantial part of the events or omissions giving rise to the claim occurred in New York County.

FACTS

Cartier's High Jewelry Business and Confidential Information

12. Cartier, with North American headquarters located in New York City, is one of the premier luxury retailers in the world, known especially for its luxury High Jewelry, and luxury jewelry and watches.
13. Cartier's High Jewelry collection, which includes unique, individually crafted pieces, is singular, and the success of Cartier's High Jewelry business is unmatched by its competitors.
14. High Jewelry differs from other luxury jewelry in its quality, production, and price point. High Jewelry is generally priced in ranges from \$50,000 to \$10,000,000 and is an extremely important offering that separates Cartier from other jewelry brands.
15. Cartier's success in the luxury jewelry—and specifically, High Jewelry—market is directly tied to its confidential and trade secret information, which includes, but is not limited to, the following: financial and business information with respect to costs, commissions, fees, profits,

sales, markets, mailing lists, strategies and plans for future business, new business, product or other development, potential acquisitions or divestitures, and new marketing ideas; product and technical information such as product formulations, methods, software, stock allocations, and research and development projects; marketing plans and strategies, procurement and pricing practices; supplier information; customer and dealer information, such as the identity of customers and dealer representatives, names and contact details of customers and dealers (including comprehensive dealer and customer lists), and specific customer preferences, needs, and requirements; and personnel information and proprietary professional development materials for employees.

16. Cartier vigilantly preserves the above-described confidential and trade secret information, so that this information does not become available to competitors who could use the data to divert customers and unfairly compete with Cartier without the enormous investment of time, labor, knowledge and capital that Cartier invests to develop and compile the information.

17. Cartier maintains its confidential and trade secret information on password-protected computers and requires all employees, including Defendant Marino, to sign confidentiality and non-disclosure agreements in which each employee agrees, among other things, not to use or disclose Cartier confidential information outside of Cartier.

18. Cartier derives substantial economic value from preserving the secrecy of its confidential and trade secret information.

Marino's Employment with Cartier

19. Defendant Marino commenced employment with Cartier in or about August 2013. Marino held various roles during her employment with Cartier, and most recently served as an Assistant Manager for Merchandising, Jewelry.

20. While employed by Cartier, Marino's job duties included jewelry merchandising and stock planning-related operational activities for Cartier boutiques in North America.

21. Marino's job duties did not include any responsibility for the High Jewelry collection, which is managed separate from Cartier's other jewelry business.

22. Because High Jewelry includes pieces that are some combination of unique, not mass produced, extremely expensive, and limited in quantity, the business of selling High Jewelry is substantially different from selling other luxury jewelry.

23. In connection with her employment, Marino executed Confidential Information and Non-Solicitation Agreements on or about August 2, 2013 and again on or about December 17, 2015 (collectively, the "Agreements"). True and correct copies of the Agreements are attached to the Affidavit of Megan K. Marino (hereinafter the "Marino Aff.") as Exhibits A and B.

24. The Agreements contain explicit terms regarding the confidentiality of Plaintiff's business information and trade secrets, as well as employee non-solicitation provisions governing Marino's post-employment obligations to the Company. Marino agreed to the terms and conditions of the Agreements by signing and returning them to the Company.

25. Specifically, under the terms of the Agreements, Marino acknowledged and agreed, *inter alia*, as follows:

(b) Confidential Information is Valuable. Employee acknowledges and agrees that Richemont is engaged in a highly competitive business and that its competitive position depends upon its ability to maintain the confidentiality of the Confidential Information and Trade Secrets which were developed, compiled and acquired by Richemont at its great effort and expense. Employee further acknowledges and agrees that any disclosure, divulging, revelation or use of any of the Confidential Information, other than in connection with Employee performing his/her responsibilities in the furtherance of Richemont's business or as specifically authorized by Richemont, will be highly detrimental to Richemont, and will cause serious loss of business and damage.

(c) Non-Disclosure of Confidential Information. Accordingly, Employee agrees that, except as specifically required in the performance of Employee's duties on behalf of Richemont or with prior written authorization of the Chief Executive Officer of Richemont, Employee will not, while associated with Richemont and for so long thereafter as the pertinent information or documentation remains confidential, directly or indirectly use, disclose or disseminate to any other person, organization or entity or otherwise use any Confidential Information and Trade Secrets.

Marino Aff. Exs. A and B at ¶¶ 1(b) and 1(c).

26. Defendant Marino further agreed that immediately upon separation from employment, she would return to the Company any and all documents, files, notes, memoranda, designs, manuals, databases, computer files and/or other computer programs containing or reflecting any "Confidential Information and Trade Secrets" (as defined in the Agreements) whatsoever or otherwise relating to the Company's business. *Id.* at ¶ 1(d).

27. Marino acknowledged and agreed that compliance with the covenants set forth in the Agreements is necessary to protect the business and goodwill of the Company and that any breach would result in irreparable and continuing harm to the Company, for which money damages may not provide adequate relief. *Id.* at ¶ 5.

Marino Is Recruited by Tiffany

28. On November 29, 2021, Defendant Marino was contacted through text message by Katie Liappas ("Liappas"), Defendant Tiffany's Vice President, North America Merchandising. Liappas indicated that she had received Marino's contact information from mutual friends. Marino Aff. at ¶ 8.

29. Through text messages, Marino and Liappas agreed to and did speak by phone on November 30, 2021 for less than an hour. During that call, Liappas informed Marino that she recently left Louis Vuitton to return to Tiffany, where she was building out a Merchandising team.

Liappas stated that she was looking for qualified candidates for various positions and she asked Marino whether she was open to interviewing for a role. Marino Aff. at ¶ 9.

30. Marino told Liappas that she was open to an interview. Marino had previously applied online to a position at Tiffany called Merchandising Manager/Merchandiser, in mid-November 2021. Marino Aff. at ¶ 9.

31. On December 8, 2021, Marino met with Liappas at Tiffany's corporate office in Manhattan for an in-person interview. Liappas was alone on the 13th floor of the Tiffany office, and she explained to Marino that many former Tiffany employees had left because they were unhappy about the recent acquisition of Tiffany by LVMH (an international holding conglomerate) and about their bonuses. Marino Aff. at ¶ 10.

32. Marino's interview with Liappas was extremely casual and not typical of other job interviews. Liappas explained that she was looking for someone to manage the merchandising function for High Jewelry. Liappas commented that High Jewelry at Tiffany was in disarray and that it had not been properly managed. She further stated that in the wake of several resignations, the High Jewelry function in the Americas had recently been managed by an international team. Marino Aff. at ¶ 11.

33. Marino explained to Liappas that her role at Cartier did not include any High Jewelry duties and that her only experiences with High Jewelry at Cartier were as follows: (a) she was friendly with some members of Cartier's High Jewelry team; (b) she had volunteered to work at one or more Cartier High Jewelry event(s), where she performed basic tasks that did not require knowledge of High Jewelry; and (c) that some co-workers with High Jewelry duties were once members of the merchandising team at Cartier. Marino Aff. at ¶ 13.

34. Liappas seemed unconcerned about Marino's lack of experience with, or knowledge of, High Jewelry. During the one-hour interview, Liappas spent almost no time describing the duties associated with the role, other than that the role would report to her. At the end of the interview, Liappas told Marino "the job is yours if you want it," though she did not provide Marino with a written offer or any information about compensation. Marino Aff. at ¶¶ 14, 16.

35. Marino did not accept the oral offer during the December 8 interview, but she told Liappas that she was going to learn as much about High Jewelry as she could and Liappas replied, "I know you won't let me down." Liappas also mentioned that several other Cartier employees had recently left to work at Tiffany and that the brands were "at each other's throats." Marino Aff. at ¶ 18.

36. On December 10, 2021, Liappas confirmed by text message to Marino that Marino would be receiving an "exciting" offer that day. Marino Aff. at ¶ 22.

37. Later that day, Marino had a video call and several telephone calls with Amanda Powell, a Tiffany representative, who told Marino that Liappas wanted to hire her. Marino negotiated a salary and bonus with Powell. Marino Aff. at ¶ 23.

38. On December 13, 2021, Tiffany presented Marino with a formal job offer, dated December 10, 2021, which included a sign-on bonus, a discretionary bonus opportunity, and a salary that was about 30% higher than her Cartier salary, among other things. Marino Aff. at ¶ 23. Marino accepted the offer from Tiffany.

Marino Misappropriates Plaintiff's Trade Secrets and Confidential Information

39. On December 9, 2021, the day after her in-person interview with Liappas, Defendant Marino searched through numerous Cartier electronic file locations and SharePoint

folders, searching for documents that she believed would help her prepare for a High Jewelry merchandising role at Tiffany. Marino Aff. at ¶ 19.

40. As a result of those searches, Marino sent from her work e-mail to her personal Gmail account four separate emails, attaching documents and Excel spreadsheets she selected and screenshots of materials that she viewed as potentially helpful to her. Marino Aff. at ¶¶ 19, 20.

41. The e-mails forwarded information including the following:

- multiple Microsoft Excel files containing detailed stock lists and product assortments for hundreds of Cartier High Jewelry and other products;
- pricing information and detailed product distribution strategies by location, including High Jewelry products;
- screen shots of numerous folders and drives regarding High Jewelry, marketing and communications;
- internal presentations and guidance regarding High Jewelry, marketing and communications;
- detailed notes of meetings inclusive of planning, real-time “to do” lists and merchandising activities for 2022;
- a diamond assortment example; and
- a PowerPoint presentation containing High Jewelry retail network mapping, which was a deck that various Cartier teams would update on a monthly basis with information the retail locations needed.

This information is hereinafter collectively referred to as the “E-mailed Cartier Information”.

Marino Aff. at ¶ 20.

42. Marino had no business need to access the drives, files, and documents described above during her employment with Cartier. Marino Aff. at ¶ 21; *See* Affidavit of Debra Sloane (“Sloane Aff.”) at ¶¶ 11, 12.

43. The E-mailed Cartier Information constitutes very sensitive and valuable information that Cartier possesses regarding its High Jewelry business. Sloane Aff. at ¶¶ 9, 10.

44. The E-mailed Cartier Information is the product of countless hours of labor and the dedication of enormous resources, financial and otherwise, by Cartier. Sloane Aff. at ¶ 9.

45. Altogether, the E-mailed Cartier Information constitutes, among other things, Cartier's strategy for High Jewelry, including enough information to allow a sophisticated competitor to replicate key strategies and, with relative ease, to reverse engineer how Cartier allocates, merchandises, and prices its High Jewelry stock, and the E-Mailed Cartier Information therefore has enormous commercial value. Sloane Aff. at ¶ 10.

46. The E-mailed Cartier Information is only accessible by a limited number of Cartier employees, is not known outside of Cartier, would be extremely difficult to properly acquire and cannot be independently duplicated from public sources. Sloane Aff. at ¶ 10.

47. The Company goes to great lengths to ensure that the E-mailed Cartier Information is not known to or made available to competitors who would unfairly benefit from possessing such information, including, for example, by requiring employees to execute confidentiality agreements and by storing the information on secure servers and restricting access to Cartier's employees.

Marino Resigns and Fails to Disclose Her Plans to Join a Competitor

48. On December 14, 2021, Marino became aware that two Cartier employees had resigned and had been immediately exited without a notice period. Both employees had informed Cartier they were leaving to join Tiffany.

49. Later that day, Marino provided two weeks' notice of her intent to resign from Cartier.

50. During her notice period, Marino did not tell anyone at Cartier that she was leaving for a High Jewelry role at Tiffany, or that she was leaving for any role at Tiffany, except to tell

one employee who she was friends with and who was on maternity leave at the time (“Employee 1”). Marino Aff. at ¶ 25.

51. Because Marino did not indicate she was joining a competitive business, she was permitted to work through her two-week notice period, and her final day of employment was December 28, 2021.

52. Further, in an exit interview conducted on or about December 27, 2021, Marino advised Cartier that she was leaving to work in an “entirely new space” and that she would be trying something “unknown” to her.

53. Indeed, Defendant Marino left Cartier with the distinct impression that she was not going to be working in luxury jewelry, let alone for a competitor, Defendant Tiffany, in a similar role.

54. It was not until early January 2022 that Cartier became aware, through a LinkedIn social media update, that Defendant Marino had commenced employment with Tiffany as a Merchandising Manager.

55. Upon information and belief, Marino’s duties at Tiffany included, *inter alia*, merchandising and non-merchandising responsibilities for High Jewelry. Marino Aff. at ¶¶ 11, 14-17, 23.

Tiffany Executives Seek Cartier’s Confidential Information from Marino

56. On January 5, 2022, Defendant Marino commenced employment with Tiffany. On that day, she met with Liappas and on her first or second day, Marino also met with Melanie Lock, VP of Client Relations and High Jewelry, with Liappas present. During those meetings, Marino was informed that several other Cartier employees were joining—or had joined—Tiffany, including one person with High Jewelry experience who Marino understood was Tiffany

McCauley, as Ms. McCauley had been High Jewelry Director at Cartier. Marino was also told that Cyril Arpin, a former director of Cartier with High Jewelry responsibilities, was at Tiffany. Marino Aff. at ¶ 28.

57. Liappas also told Marino that Christopher Kilaniotis, Tiffany's President for the Americas, wanted to "pick [her] brain about Cartier." Liappas and Kilaniotis scheduled a meeting for the three of them in his office on Thursday, January 6 (the "Kilaniotis Meeting"). Marino was uncomfortable with the way Liappas characterized the meeting, but she felt it was a great opportunity to have direct communication with such a high-ranking executive. Marino Aff. at ¶ 28.

58. On her first day of employment at Tiffany, Marino saved the E-Mailed Cartier Information to her desktop on her Tiffany computer. Marino Aff. at ¶ 29.

59. At the Kilaniotis Meeting, Marino met with Liappas and Kilaniotis in his office. During that meeting, Kilaniotis was friendly and joking. He told Marino that he had worked for Cartier in the 1990s and compared Tiffany's culture favorably to Cartier. Based on how Kilaniotis spoke about Cartier at length during the meeting, Marino later characterized the meeting to friends as Mr. Kilaniotis "shitting all over Cartier...It was a lot." Marino Aff. at ¶ 30.

60. During the Kilaniotis Meeting, Kilaniotis asked Marino questions about Cartier, such as:

- whether Marino knew Cartier's High Jewelry sales figures;
- how many Cartier locations in the U.S. stocked High Jewelry product (boutiques do not publicize their High Jewelry stock, if any, due to the nature of the High Jewelry category);

- which Cartier High Jewelry pieces were at a particular location (South Coast Plaza in Costa Mesa, California); and
- whether Marino worked with any good Cartier talent to hire and he asked Marino to send him recommendations.

Marino Aff. at ¶ 30.

61. In addition, Kilaniotis asked Marino more general questions about Cartier, its senior management and her own managers. Either at that meeting or thereafter, Kilaniotis also advised Marino that Tiffany planned to hire additional Cartier employees. Marino Aff. at ¶ 31.

62. During the Kilaniotis Meeting, Marino did not provide Kilaniotis or Liappas with any confidential or proprietary information. Marino Aff. at ¶ 30.

63. Marino had the impression from the conversation with Kilaniotis that he did not understand what her role had been at Cartier, since his questions would be better addressed to someone in marketing and/or someone who had been more senior than Marino. Marino Aff. at ¶ 32.

64. Within a few days of the Kilaniotis Meeting, Liappas and Lock told Marino that Kilaniotis had been “asking a lot of questions about high jewelry”, and one of them asked Marino whether she could provide the annual sales figures for the Mansion (Cartier’s flagship Manhattan boutique). Marino Aff. at ¶ 33.

65. When Marino replied that she did not have that information, Lock said, “Oh, Cyril can always answer that for us.” Marino believed Lock was referring to Cyril Arpin, and either Lock or Liappas confirmed that Arpin was working for Tiffany in Canada. Marino Aff. at ¶ 33.

66. Before the end of Marino’s second week of employment with Tiffany, Liappas shared that Tiffany International had created an assortment for High Jewelry in the Americas—

essentially, determining which boutiques and locations would receive product allocations—and that Kilaniotis wanted to know how Tiffany’s assortment compared with Cartier’s assortment, by city. Marino Aff. at ¶ 34.

67. Based on the manner of the conversation, Marino felt that Liappas and Kilaniotis expected her to provide the requested information. Marino Aff. at ¶ 34.

68. Consequently, Marino referenced an Excel spreadsheet contained in the Cartier E-Mailed Information that detailed Cartier’s confidential, High Jewelry assortment information. Marino Aff. at ¶ 34.

69. Marino then created a new Excel document, derived entirely from Cartier’s confidential information. Specifically, the Excel document identified the total number of High Jewelry pieces at various Cartier locations in the United States as requested by Liappas on behalf of Kilaniotis. Marino Aff. at ¶ 34.

70. Marino sent the Excel document to Liappas by e-mail. Although Marino did not tell Liappas that she had taken the E-Mailed Cartier Information, Liappas did not act surprised that Marino had provided this specific, confidential information and it seemed to Marino that Liappas had assumed she somehow possessed the information or could get it. Marino Aff. at ¶ 34.

71. At no time during Marino’s employment with Tiffany did Liappas, Kilaniotis, or Lock ask her whether she possessed Cartier information, but they engaged with her as if she did have such information. Marino Aff. at ¶ 34.

72. On or about January 13, Marino learned from Tiffany that a former AVP at Cartier had been hired by Tiffany, and that while she was under a non-compete restriction that prevented her from working for Tiffany for a period of six months, that former Cartier AVP was already

helping Tiffany with its “Blue Book,” Tiffany’s high jewelry collection and related event. Marino Aff. at ¶ 35.

73. Over the course of the next couple weeks, Liappas forwarded numerous e-mails to Marino and her other direct reports that originated either from Kilaniotis or Kilaniotis’ communications with Gavin Haig, Tiffany’s new Executive Vice President and Chief Commercial Officer. Marino Aff. at ¶ 36.

74. The substance of one of these e-mails discussed whether Cartier was planning price increases and linked an internet article on the issue, and asked Marino to let them know if she “hear[s] anything through the grapevine” about such price increases. Marino Aff. at ¶ 36.

75. On many occasions, Liappas would come to Marino and the other members of her team and related that she had received an email from Kilaniotis and state “Christopher wants to know” (referring to Kilaniotis) regarding topics including Cartier’s diamond pricing, competitive diamond analysis, and Cartier’s budgeted and expected fiscal year 2022 sales performance in High Jewelry. Marino Aff. at ¶ 37.

76. Based on some follow-up communications from Liappas, Marino understood that the question regarding Cartier increasing its prices was particularly urgent or high priority. Liappas’ follow-up included a request that Marino reach out to someone who might know the answer. Although Marino’s peers were copied on these e-mails, there would be no way for them to know the answers, since neither had worked at Cartier (or even at Richemont or any of its other Maisons (brands)). Marino Aff. at ¶ 38.

77. To obtain the answer, Marino texted Employee 1 and asked her about the price increase issue. Marino also sought information from a sales associate at the Cartier Mansion; however, the sales associate did not provide any information. While Employee 1’s initial response

did not provide a clear answer, Marino passed it along to Liappas nonetheless. Marino Aff. at ¶ 38.

78. Indeed, in a series of text messages on January 20, Marino reported these initial responses to Liappas, making it clear that she was contacting current Cartier employees for the information, and advising her that Marino would keep in contact with Employee 1 about the request. In response to Marino's texts, Liappas "liked" numerous updates. Further, when Marino advised Liappas that Employee 1 would tell her the timing of any increase "if she finds out," Liappas responded, "Perf[ect]." Marino Aff. at ¶ 38.

79. With respect to the question about Cartier's budgeted and expected FY2022 sales performance in High Jewelry, Marino again texted Tiffany's question to Employee 1. Employee 1 responded by sending Marino a screenshot from the Cartier Fall 2021 sales meeting presentation with confidential sales information for FYs 2021 and 2022 (projections) for High Jewelry and Watches in North America. Marino provided that confidential Cartier information to Liappas, understanding that Liappas intended to share that information in some form with Mr. Kilaniotis. Employee 1 also told Marino that she would ask a co-worker for the underlying documents when Employee 1 returned from maternity leave. Marino Aff. at ¶ 39.

80. With respect to Tiffany's question about Cartier's diamond pricing, Marino told Liappas that she did not know but that Liappas should call a Cartier boutique to inquire. Instead, Liappas sent Marino's peers to Cartier locations to pretend to be potential customers to ascertain prices. Marino Aff. at ¶ 40. Upon information and belief, a primary reason for Tiffany to ask for this information was to ascertain Cartier's confidential price margins between the wholesale costs of their diamonds and the retail prices charge for the diamonds.

**Cartier Notifies Tiffany of Marino's Misconduct and
Tiffany Fails to Conduct a Fulsome Investigation**

81. Upon learning that Marino had concealed she was going to work for Tiffany, Cartier's competitor, in a merchandising role, Cartier began to investigate Marino's pre-departure activities.

82. Plaintiff learned that just days before tendering her notice of resignation, Marino accessed drives, files, and documents related to Cartier's High Jewelry business, which she had no business need to access as a Cartier employee. Plaintiff also discovered Marino had emailed to her personal Gmail account the highly confidential and proprietary E-Mailed Cartier Information.

83. On February 5, 2022, Plaintiff sent a cease and desist letter to Marino, with copies to Tiffany's legal department, demanding that Marino provide the following sworn written assurances:

- that Marino destroyed all of the E-Mailed Cartier Information;
- that Marino is no longer in possession of the E-Mailed Cartier information;
- that Marino did not disseminate the E-Mailed Cartier Information to any person or entity, including Tiffany/LVMH; and
- that Marino had not and would not save the E-Mailed Cartier Information (or anything derived from it) onto any Tiffany/LVMH system, or share such information with any representative of LVMH, or anyone else.

84. The February 5 letter also demanded that Marino specifically identify all documents and materials that she destroyed, and that Tiffany immediately provide assurances that it had thoroughly searched all technology and electronic data systems and that Tiffany had not received or retained any Cartier information.

85. After receiving the February 5 correspondence, Marino spoke to Tiffany's in-house legal counsel for about 15 minutes. When Marino asked Tiffany whether her own legal counsel should be involved in the responses to Cartier, Marino was informed that Tiffany would handle the situation and she received assurances that the matter would be resolved. Marino Aff. at ¶ 43.

86. After her conversation with Tiffany's in-house counsel, Marino forwarded the February 5 demand letter to Liappas, advising her that Cartier might sue if Marino did not assure Cartier by February 7 that she did not provide Tiffany with any confidential information. Despite the fact that Liappas was aware that Marino had provided her with confidential Cartier information as described above, Liappas replied: "Don't worry about this nonsense. Enjoy your Saturday. We will figure it out . . ." Marino Aff. at ¶ 44.

87. Liappas also informed Marino that she was speaking with a senior member of Tiffany Human Resources to align on next steps and stated that "Cartier a-holes" were pursuing this issue. Marino Aff. at ¶ 44.

88. On February 6, Marino texted Liappas a summary of the documents Marino had taken from Cartier, and told Liappas, "Again, I'm sorry." Liappas replied, "Do not [be] sorry! They are just sour." Later that day, Liappas told Marino not to worry; that Cartier had sent cease and desist letters to other Tiffany employees and that Marino should "NOT WORRY. Everything is all good on our side. Enjoy your Sunday!" Marino Aff. at ¶ 45.

89. Also on February 6, Marino deleted the electronic copies of the E-Mailed Cartier Information from her cell phone, laptop and Tiffany desktop. Marino Aff. at ¶ 46.

90. At approximately 4:50 PM on Monday, February 7, Tiffany's in-house counsel presented Marino with a brief affidavit to sign, which she asked Marino to execute by 5:00 PM. Marino Aff. at ¶ 47.

91. Tiffany did not ask whether Marino had any changes to propose and Marino signed the affidavit, although the affidavit contained certain false information. Marino Aff. at ¶ 47.

92. Marino noticed that the February 7 affidavit did not address Cartier's request that Marino identify all the materials she had taken. When Marino asked Tiffany's counsel whether Tiffany would also provide an affidavit to Cartier, Marino was informed that Tiffany would not do so, and that Tiffany would deal with Cartier. Marino Aff. at ¶ 48.

93. Marino's affidavit stated, among other things, that she "occasionally forwarded Cartier information and materials to her personal e-mail address", that she has destroyed all of the Cartier information in her possession, and that she has not disseminated the Cartier information to any person or entity.

94. Given the lack of specificity and comprehensiveness presented in Marino's February 7 affidavit and Tiffany's non-responsive correspondence, on February 8 Plaintiff's in-house counsel sent a detailed follow-up communication to Tiffany regarding a number of serious concerns and making (or reiterating) certain demands. Given Marino's known conduct up to that point in time, Plaintiff demanded that a Tiffany representative affirm under oath that Tiffany had conducted an appropriate search of its systems to confirm that Cartier's documents were not in Tiffany's possession, custody, or control, or that any such documents had been destroyed. In relevant part, the February 8 communication to Tiffany in-house counsel read as follows:

We are highly concerned that either Ms. Marino is knowingly providing Tiffany & Co. with misleading information or that Tiffany & Co. is tacitly approving Ms. Marino's serious breaches of legal obligations to Cartier, which may lead to significant liability for Tiffany. Your email attempts to downplay and justify Ms. Marino's breaches with an explanation and timing that simply do not add up. That, coupled with Ms. Marino's incomplete affidavit, has only heightened our concern that Cartier's confidential and proprietary information has been misappropriated and that Tiffany is either negligently or knowingly permitting it. I have no doubt that Tiffany

would react similarly if you received such a response from a competitor who may possess confidential and proprietary information of immense commercial value. Particularly when such information is from a departing employee who had no reason to access the information, let alone email it to her personal account. To be clear, the information that Ms. Marino appropriated includes, among other things, detailed pricing, stock, size and origin information (including images) for virtually every single piece of high jewelry at Cartier. Such information would permit any sophisticated business, like Tiffany, to identify and unfairly compete with Cartier's High Jewelry strategy. Tiffany has publicly stated its intention to compete with Cartier in the high jewelry space and has recently hired several Cartier High Jewelry personnel. With this background, the fact that a Cartier employee without responsibility for High Jewelry – who is hired by Tiffany in what appears to be a very similar role with the addition of High Jewelry responsibilities – would misappropriate highly competitive and proprietary High Jewelry information is an extremely concerning issue, and we will treat it as such.

[G]iven Ms. Marino's clearly misleading conduct during her resignation and exit with Cartier, and what appears to be her very misleading information to you regarding her serious breaches of legal obligations to Cartier, to forestall a necessary enforcement action we require that a Tiffany representative affirm under oath that Tiffany has conducted an appropriate search of its systems to confirm that Cartier/Richemont documents are not in Tiffany's possession, custody or control, or that any such documents have been destroyed, and that Tiffany has confirmed the scope of any dissemination of the underlying information. Please provide such affirmation by tomorrow, end of day.

95. Immediately thereafter, Marino was informed by Tiffany's in-house counsel that she should work with her own legal counsel regarding any response she would provide. Marino Aff. at ¶ 49.

96. On February 10, Marino was placed on paid leave, and on February 11, Marino was terminated. Marino Aff. at ¶ 50.

97. Marino's termination notice said she was being fired for failing to meet the expectations of her position as a manager by being dishonest and not forthcoming during an

internal investigation, by saving a competitor's confidential information on a Tiffany system, and by sharing a competitor's information with her management. Marino Aff. at ¶ 50.

98. Upon information and belief, neither Liappas, Kilaniotis nor any other Tiffany management employee who sought confidential Cartier information from Marino, nor any of the individuals who received that information, has been disciplined and all remain employed by Tiffany. Marino Aff. at ¶ 51.

99. Prior to her termination, a single Tiffany human resources employee asked Marino to discuss Cartier's communications, which meeting lasted approximately 15-20 minutes. Marino Aff. at ¶ 51.

100. Upon information and belief, Tiffany possesses a substantial amount of Cartier's confidential and trade secret information that it obtained from Marino and other former Cartier employees. For example, on or about January 17, 2022, Marino was present during a Tiffany presentation in which Cartier business information was presented, including sales data by boutique, top performing "doors" (locations), and performance breakdown by category (i.e. jewelry, watches, accessories). In a text message to friends, including those with ties to Cartier, Marino made clear that she did not know how Tiffany obtained this specific information. Marino Aff. at ¶ 41. In addition, during the course of its investigation, Plaintiff has become aware that at least one other former Cartier employee misappropriated highly confidential, proprietary and trade secret information from Plaintiff shortly before recently commencing employment with Tiffany.

The Threat of Immediate and Irreparable Harm
Plaintiff Faces from Defendants' Conduct

101. Defendant Marino's course of conduct violates New York law, as well as the covenants she agreed to as a condition of her employment with Cartier.

102. Marino acknowledged and expressly agreed that a violation of any of the covenants in her Agreements would result in irreparable and continuing harm to Cartier, for there would be no adequate remedy at law and consented to issuance of injunctive relief in the event of a breach.

103. Defendants' conduct has irreparably harmed and will continue to irreparably harm Plaintiff if not stopped immediately. Indeed, Plaintiff has been damaged, both monetarily and irreparably, by the actual and threatened loss of its confidential and proprietary business information to a direct competitor, the potential that such information may become more broadly known, and the threatened loss of business, its customer relationships and its workforce.

104. Denial of injunctive relief would leave Plaintiff vulnerable to the same or similar misconduct from other employees and may lead to unfair competition and unjust enrichment for a competitor. Moreover, as described above, Plaintiff has become aware that at least one other former Cartier employee misappropriated highly confidential, proprietary and trade secret information from Plaintiff shortly before recently commencing employment with Tiffany; and that highly confidential Cartier information appeared in at least one January 2022 business presentation at Tiffany.

105. Plaintiff asks for the Court's assistance in protecting the assets of its business and in stopping Defendant's knowing and intentional wrongful conduct.

FIRST CLAIM FOR RELIEF
(Breach of Contract)
Plaintiff v. Marino

106. The allegations of the preceding paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

107. As previously set forth herein, as a condition of her employment, Defendant Marino entered into the Agreements with the Company on or about August 2, 2013 and or about December

17, 2015. The Agreements prohibit Marino from, among other things, using or disclosing Plaintiff's confidential information and trade secrets.

108. Plaintiff has duly performed their obligations to Defendant Marino under the Agreements.

109. By contrast, as described above, Marino has breached her obligations to Plaintiff under the Agreements by retaining, using and/or disclosing Plaintiff's confidential information and trade secrets for her own benefit and for the benefit of a direct competitor.

110. As a direct and proximate result of aforesaid breach of the Agreements by Marino, Plaintiff has suffered and will continue to suffer irreparable harm unless Marino is enjoined from engaging in any such further conduct.

111. Marino expressly agreed that any breach of the Agreements would result in the need for injunctive relief and that Plaintiff would be entitled to recovery of all reasonable sums and costs, including attorneys' fees, incurred to enforce the Agreements. Marino Aff., Exs. A and B at ¶ 6.

112. Plaintiff has no adequate remedy at law and is entitled to an injunction enjoining Marino from further unlawful acts.

SECOND CLAIM FOR RELIEF
(New York Misappropriation of Confidential Information and Trade Secrets)
Plaintiff v. Defendants

113. The allegations of the preceding paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

114. The above-alleged facts constitute actual and threatened misappropriation of trade secrets by Defendants in violation of New York law in one or more of the following respects.

115. Plaintiff has expended significant time and expense to develop and safeguard the above-described confidential information and trade secrets. The information has been developed with a substantial amount of effort and investment and cannot lawfully be acquired or duplicated by others. Further, the information is valuable to Plaintiff as the information gives it a competitive advantage and thus would be valuable to Plaintiff's competitors. Such confidential and proprietary information is not known outside of Plaintiff's business, is only made known to employees of Plaintiff who are engaged in the High Jewelry business or the management of the Company and is subject to measures to guard its secrecy.

116. Defendants have used Plaintiff's confidential information without Plaintiff's consent. Defendants engaged in this conduct despite the fact that Defendant Marino acquired this information under circumstances giving rise to a duty to maintain the information's secrecy and limit its use, which duty Marino owed and continues to owe to Plaintiff as a former agent, employee, and representative of Plaintiff. Tiffany, for its part, acquired Plaintiff's confidential and trade secret information from Marino and other former Cartier employees who Tiffany knew or should have known had acquired it under circumstances giving rise to a duty to maintain the information's secrecy, and to limit its use and disclosure to any third party, including especially a competitor.

117. Plaintiff derives a significant economic benefit from the above-described trade secrets, including a benefit from the fact that its competitors do not have access to this information through any proper means.

118. Plaintiff faces an immediate threat of continuing irreparable harm, for which it lacks an adequate remedy at law, from Defendants' ongoing misappropriation and misuse of Plaintiff's trade secret information.

119. Unless Defendants are preliminarily, and thereafter permanently, enjoined from the foregoing conduct, Plaintiff will be irreparably harmed by:

- (a) Disclosure of trade secrets and other confidential information that is solely the property of Plaintiff;
- (b) Use of Plaintiff's trade secrets by Tiffany to unfairly compete with Plaintiff;
- (c) Loss of goodwill and business reputation;
- (d) Potential future economic loss, which is presently incalculable.

THIRD CLAIM FOR RELIEF
(Breach of Duty of Loyalty)
Plaintiff v. Marino

120. The allegations of the preceding paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

121. Defendant Marino had, and continues to have, a common law duty of loyalty as a former employee, agent, and/or representative of Plaintiff.

122. Marino had a confidential relationship with Plaintiff.

123. Marino used for her own benefit the confidential and trade secret information she gained access to as a result of her employment with Plaintiff and did so for the improper purpose of commercially exploiting that information for the benefit of a direct competitor.

124. As a consequence of the foregoing, Plaintiff has suffered and will continue to suffer irreparable harm, loss and damages.

FOURTH CLAIM FOR RELIEF
(Tortious Interference with Contract)
Plaintiff v. Tiffany

125. The allegations of the preceding paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

126. The Agreements are valid contracts between the Company and Marino.

127. Tiffany is aware of the existence of these Agreements and the confidentiality obligations applicable to Marino under the terms of the Agreements.

128. Despite having this knowledge, Tiffany has induced, condoned, and supported Marino's violation of the confidentiality obligations contained in the Agreements.

129. In doing so, Tiffany has intentionally procured Marino's breach of the Agreements and New York common law, which has caused Plaintiff to suffer irreparable injury in addition to monetary damages which cannot be reasonable ascertained.

FIFTH CLAIM FOR RELIEF

(Tortious Interference with Business Relations) Plaintiff v. Tiffany

130. The allegations of the preceding paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

131. Plaintiff enjoys trusted and lucrative business relations with its High Jewelry and other luxury jewelry customers.

132. Defendant Tiffany has tortiously interfered with Plaintiff's customer relationships by planning to and using Cartier's confidential business information to undercut Cartier's prices, and to unfairly compete with Cartier's High Jewelry assortment.

133. Defendant Tiffany dishonestly, unfairly, and improperly obtained Cartier's confidential business information through Cartier's former employees, including Defendant Marino, for the express purpose of unfairly competing with Cartier and interfering with Cartier's customer relationships.

134. In doing so, Tiffany has caused Plaintiff to suffer irreparable injury in addition to monetary damages which cannot be reasonably ascertained.

SIXTH CLAIM FOR RELIEF**(Unfair Competition)
Plaintiff v. Tiffany**

135. The allegations of the preceding paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

136. Through Defendant Marino, Defendant Tiffany unlawfully obtained and used Plaintiff's confidential and trade secret information to compete against Plaintiff.

137. Defendant Tiffany's conduct as described above constitutes an unfair method of competition.

138. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and will continue to suffer financial loss, loss of goodwill, and irreparable loss of confidential information and trade secrets.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court order:

- a) Preliminary and permanent injunctive relief against Defendants requiring, at a minimum, that:
 - i. Defendants shall not use, publish or disclose any of Plaintiff's Confidential Information and Trade Secrets in any manner whatsoever;
 - ii. Defendants must return to Plaintiff, and not retain copies in any form (electronic, paper or otherwise) of any and all business information, records or documents containing Confidential Information and Trade Secrets in their possession, custody or control;
 - iii. Defendant Tiffany shall take all actions necessary to prevent the use or disclosure of any of Plaintiff's Confidential Information and Trade Secrets that were previously disclosed to any employee, representative or agent of Tiffany; and
 - iv. Such other and further injunctive relief as the Court deems just and proper.

- b) Declaratory Judgment be entered for Plaintiff and against Defendant Marino for her breach of the Agreements;
- c) Judgment be entered for Plaintiff and against Defendant Tiffany for its wrongful conduct and for such compensatory damages that may be caused by its wrongful conduct;
- d) Awarding Plaintiff costs and reasonable attorney's fees of pursuing this action against Tiffany;
- e) Awarding Plaintiff such other and further relief that this Court may deem just and proper.

Dated: February 28, 2022

Respectfully submitted,

FISHER & PHILLIPS LLP

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, COMMERCIAL DIVISION

CARTIER, a division of	:	Index No.:
RICHEMONT NORTH AMERICA, INC.	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
TIFFANY AND COMPANY	:	
and MEGAN MARINO,	:	
	:	
Defendants.	:	
	:	

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Date: New York, New York
February 28, 2022

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