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IRIS Y. MARTINEZ
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – LAW DIVISION**

HUDSON INSTITUTE OF PROCESS)
RESEARCH, INC.,)
)
Plaintiff,)
)
v.)
)
ABIGAIL SCHULTZ and JOSHUA STURMAN,)
)
Defendants.)

Case No. 2022 L 006829
Cal. U

JOSHUA STURMAN’S MOTION TO DISMISS COMPLAINT WITH PREJUDICE

Defendant Joshua Sturman (Sturman), by and through the undersigned counsel, for his Motion to Dismiss Complaint with Prejudice, pursuant to 735 ILCS 5/2-619.1 and 735 ILCS 110/15, states as follows:

INTRODUCTION

In its Complaint, Plaintiff Hudson Institute of Process Research, Inc. (Plaintiff or Hudson) luridly accuses Sturman – its former employee – of entering into a conspiracy to misappropriate trade secrets and to make false and disparaging statements about it. Hudson purports to plead four causes of action: Breach of Confidentiality Agreement (Count I); Appropriation of Trade Secrets (Count II); Breach of Non-Disparagement Clause (Count III) and Commercial Disparagement (Count IV). A copy of the Complaint is attached to this Motion as Exhibit 1.

Contrary to the portrayal of the Complaint, it is Plaintiff that is engaging in wholesale wrongdoing. During his employment with Hudson, Sturman was openly and visibly involved in a unionization drive of Plaintiff’s workforce and additionally reported Hudson to the United States Department of Labor for illegal pay practices shortly before his termination. Not being

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satisfied with Sturman’s discharge and other retaliatory measures it has taken (some of which is outlined in the Counterclaim that Defendants will be filing in this matter), Hudson has filed a Complaint that blatantly lacks any merit in a forum where Sturman never worked or resided, based only on vague and conclusory assertions that he engaged in a “conspiracy” with co-defendant Abigail Schultz. As is shown below, each claim of Hudson’s Complaint is unenforceable under the laws of the Commonwealth of Pennsylvania and the State of Michigan¹ or otherwise is defeated by affirmative matters. Accordingly, this Court should rule that Hudson’s complaint meets the definition of a Strategic Lawsuit Against Public Participation (SLAPP) in derogation of the Illinois Citizen Participation Act (the ICPA), 735 ILCS 110/0.01, *et seq.* and grant Sturman the relief offered by that statute. Furthermore, even if this was not the case, the Complaint would still be subject to dismissal under 735 ILCS 5/2-615.

RELEVANT ALLEGATIONS OF THE COMPLAINT

Prior to July 2022, HIPR Pacsoft Technologies, Inc. (“Pacsoft”) hired employees to staff the offices of Hudson, PC, a legal consultancy firm servicing law firms that represent non-citizens seeks US employment-based visas. (Complaint ¶ 5).² Sturman was hired by Pacsoft in May 2019 as a legal writing specialist and subsequently promoted to a position of RFE Writer. (Complaint ¶ 9).

When Sturman commenced employment, he signed agreements prohibiting him from

¹ With respect to Sturman, each count of the Complaint requires a different choice of law analysis. Count I is based on an agreement without a choice of law provision. Since Sturman lived and performed his work in Pennsylvania, Count I should be judged under Pennsylvania law. Count II is expressly brought under the Illinois Trade Secrets Act. Count III is based on an agreement with a Michigan choice of law provision. Count IV pleads commercial disparagement, which again should be judged under Pennsylvania law.

² As of July 2022, these two entities had merged. *Id.*

disclosing any information about Hudson to third parties and also from making disparaging comments about Hudson or its officers, directors, owners, employees or practices. (Complaint ¶¶ 10, 11). The Confidentiality Agreement that Sturman executed contained the following provisions:

I acknowledge that I have been advised by HIPR and Hudson Legal that ***all information and documents that I may have knowledge of or access to through my employment with HIPR and Hudson Legal are strictly confidential.***

I agree ***at all times to treat as confidential all information acquired through my employment with HIPR and Hudson Legal,*** and not to disclose same except as authorized in the course of my employment or by law. . . .

I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my employment.

(Confidentiality Agreement, Complaint Ex. C, ¶¶ 1, 2 and 5)(emphasis added). The nondisparagement provision in the Noncompete Agreement that Sturman executed at the same time provides as follows:

Employee agrees that employee will not, at any time, publish, post, and/or make ***any comments about the Company that are or could be interpreted to be, disparaging, derogatory or that will paint the Company in a negative light. Specifically, Employee agrees, among other things, that employee will not publish, post and/or make any disparaging, derogatory or negative comments about Company officers, directors, owners, employees, products, policies, practices and office culture and office environment.*** If employee breaches the commitments contained in this Section, employee will be liable to the Company for any resulting harm and legal costs incurred.

(Noncompete Agreement, Complaint Ex. D, ¶ 12)(emphasis added).

Plaintiffs assert that at an unspecified time in 2021, Sturman allegedly began

communicating with co-Defendant Abigail Schultz (Schultz) about ways to harm Hudson. (Complaint ¶ 12). Sturman and Sturman created a twitter account that contained the purported false and disparaging statement: “Nearly every employee who has given an affidavit or testimony to the NLRB has now been fired in retaliation.” (Complaint ¶ 13). On October 9, 2021, Sturman and Sturman launched a website that allegedly made false statements accusing Hudson and its management of unlawful employment practices and asserted “we are here to expose the truth behind the questionable business practices of business tyrants.” (Complaint ¶ 14). Sturman and Sturman also allegedly downloaded over 800 of Hudson’s confidential and/or proprietary documents even while knowing this was prohibited as a result of a prompt that cautioned employees to delete the company documents once the project was done. (Complaint ¶¶ 15-17). Once Hudson learned of this purported “unlawful theft,” it terminated Sturman and Sturman’s employment. (Complaint ¶ 18).

ADDITIONAL RELEVANT FACTS

At all times while he was a Hudson employee, Sturman resided in Pennsylvania and worked from Hudson’s Pittsburgh office. [Affidavit of Joshua Sturman, (Sturman Aff.), attached hereto as Exhibit 2, ¶ 4]. As a Hudson employee, even before the COVID-19 epidemic, Sturman, like many other similar employees, primarily worked remotely using his own laptop computer. (Sturman Aff. ¶ 6). Hudson never indicated that this was forbidden – rather, the Notice referenced in Paragraph 17 of the Complaint itself explicitly contemplated that employees would be downloading work documents. (Sturman Aff. ¶ 7).

In spring 2020, because employees were being overworked, Sturman conversed with coworkers about the prospect of forming a union. (Sturman Aff. ¶ 8). Sturman subsequently

contacted the United Electrical, Radio & Machine Workers of America union (United Electrical or UE) and became a founding member of Hudson's organizing committee (*Id.*) In that regard, Sturman began soliciting employees over the telephone to sign authorization cards asking that UE serve as their representative. (Sturman Aff. ¶ 9).

In July 2021, Sturman was named as a member in the voluntary recognition demand that United Electrical sent to Hudson and he subsequently sent a copy of its National Labor Relations Board (NLRB) recognition petition to Hudson's president. (Sturman Aff. ¶ 10). In September 2021, Sturman testified in front of Hudson management at a NLRB hearing concerning the upcoming election of Hudson employees to choose whether to become unionized. (Sturman Aff. ¶ 11). Later in September 2021, after discovering that Hudson was engaging in various illegal pay practices, Sturman notified the United States Department of Labor – Hudson was notified of this complaint by the Department of Labor on October 14, 2021. (Sturman Aff. ¶ 12).

On October 12, 2021, Sturman filed a discrimination claim against Hudson with the City of Pittsburgh Commission on Human Relations. (Sturman Aff. ¶ 13). A week later, on October 19, 2021, Hudson stated that it was placing Sturman on administrative leave for downloading documents and it officially terminated him on October 29, 2021. (Sturman Aff. ¶¶ 14-15). Since his discharge, Sturman has remained active in United Electrical's efforts to unionize Hudson and has filed unfair labor practice claims with the NLRB concerning Hudson's wrongdoing. (Sturman Aff. ¶ 16). Five days before Hudson filed this Complaint, the NLRB indicated that Hudson employees had elected to become unionized and United Electrical would be their bargaining agent. (Sturman Aff. ¶¶ 17-18).

LEGAL STANDARD

Section 2-619.1 of the Illinois Code of Civil Procedure permits a defendant to join arguments under Section 2-615 and 2-619 in one motion to dismiss. A 735 ILCS 5/2-619 motion to dismiss admits the legal sufficiency of a claim, but asserts an affirmative defense or other basis to defeat the claim. *Fayezi v. Ill. Cas. Co.*, 2016 IL App (1st) 150873, ¶ 32. Where the affirmative matter is apparent on the face of a pleading, an affidavit is not required to support a Section 2-619 motion. *Maniscalco v. Porte Brown, LLC*, 2018 IL App (1st) 180716, ¶ 17. On a Section 2-619 motion to dismiss, the court must accept as true all well-pleaded facts and reasonable inferences, but not conclusions or inferences not supported by specific factual allegations. *Better Gov't. Ass'n. v. Illinois High School Ass'n.*, 2017 IL 121124, ¶ 21.

In contrast, a motion to dismiss pursuant to Section 2-615 of the Illinois Code of Civil Procedure raises the threshold question of whether a cause of action has been stated. *Miner v. Fashion Enterprises, Inc.*, 342 Ill.App.3d 405,419 (1st Dist. 2003). In reviewing a Section 2-615 motion to dismiss, a court must accept as true all well-pleaded facts and reasonable inferences that can be drawn from those facts, but not conclusions or inferences unsupported by specific factual allegations. *BMO Harris Bank, N.A. v. Porter*, 2018 IL App (1st) 171308, ¶ 53. A complaint must state both a legally and factually sufficient claim to survive a motion to dismiss. *Quinn v. Bd. of Election Comm'rs. For Chi. Electoral Bd.*, 2019 IL App (1st) 190189, ¶ 42.

A "SLAPP" (Strategic Lawsuit Against Public Participation) is litigation aimed at preventing citizens from exercising their political rights or punishing those who do so by using the threat of money damages or extensive legal fees to silence citizen participation. *Wright Development Group, LLC v. Walsh*, 238 Ill.2d 620, 630 (2010). In order for a lawsuit to be

deemed a SLAPP and subject to dismissal under the Illinois Citizen Participation Act (the ICPA), 735 ILCS 110/0.01, et seq., a defendant must show: (1) his or her acts were in furtherance of the right to petition, speak, associate or otherwise participate in government; (2) the plaintiff's claims are solely based on, related to, or in response to the defendants' "acts in furtherance" and (3) the plaintiff fails to produce clear and convincing evidence that the defendants' acts were not genuinely aimed at solely procuring favorable government action. *Goral v. Kulys*, 2014 IL App (1st) 133236, ¶ 34.

ARGUMENT

I. HUDSON'S CONFIDENTIALITY AGREEMENT IS UNENFORCEABLE (735 ILCS 5/2-619(a)(9))

In Count I of its Complaint, Hudson seeks to recover for a purported breach of a confidentiality agreement that declares that absolutely everything presented to a Hudson employee is confidential in perpetuity, regardless of whether the information is known to the public or even provides any economic value to Hudson. (See Complaint Ex. C). The Court should rule that the Confidentiality Agreement is grossly overbroad and unenforceable.

The Pennsylvania Supreme Court³ has held that restrictive covenants, including confidentiality or non-disclosure agreements, are not favored in Pennsylvania and are permissible only to the extent necessary for the protection of the employer. *Hess v. Gebhard Co., Inc.*, 808 A.2d 912, 917 (PA 2002). When a restrictive covenant is egregiously overbroad, this suggests an intent to oppress employees or foster a monopoly and a court will not enforce the covenant at all due to the employer's unclean hands. *PharMethod, Inc. v. Caserta*, 382

³ See footnote 1 regarding Sturman's reasoning for his citation to Pennsylvania law.

Fed.App'x. 214, 220 (3rd Dist. 2010). An agreement that seeks to protect information that could be obtained by competitors using legitimate means will not be enforced. *Hess*, 808 A.2d at 923-24. Inasmuch as it purports to protect information regardless of whether it is truly confidential and lacks any time limit, Hudson's Confidentiality Agreement is such an agreement and should accordingly be held to be unenforceable as a matter of law.

II. THE COMPLAINT ITSELF DEMONSTRATES THAT NO HUDSON TRADE SECRETS WERE MISAPPROPRIATED (735 ILCS 5/2-619(a)(9))

In Count II, Hudson attempts to plead that Defendants violated the Illinois Trade Secrets Act (ITSA), 765 ILCS 1065/1, *et seq.*, by downloading work documents. To establish an ITSA violation, a plaintiff must show (1) the existence of a trade secret; (2) the misappropriation of the secret by improper acquisition, disclosure or use; and (3) the owner of the secret was damaged by the misappropriation. *Destiny Health, Inc. v. Conn. Gen. Life Ins. Co.*, 2015 IL App (1st) 142530, ¶ 26. This is a case in which the Complaint itself identifies an affirmative matter that defeats the allegations of Count II. *Maniscalco*, 2018 IL App (1st) 180716, ¶ 17.

According to the Complaint, whenever employees access Hudson's servers, they receive the following notice:

Legal Notice: You are now working in an unauthorized location. All the activities will be logged. ***Be sure to delete all the company documents within the personal electronic devices and software after you complete the project.*** All the documents are proprietary assets and protected by 18 U.S.C. 1832, 18 U.S.C. § 1030 (CFAA) and Uniform Trade Secrets Act (USTA).

(Complaint ¶ 17)(emphasis added). In other words, Hudson expressly permitted employees to download work documents (the purported trade secrets) for work purposes. For purposes of ITSA, no misappropriation occurs when a defendant acquires trade secrets properly. *American*

Antenna Corp. v. Amperez Electronic Corp., 190 Ill.App.3d 535, 538-39 (2nd Dist. 1989). That is what happened here -- this is not a situation in which an employee downloaded confidential materials immediately before resigning or after being discharged. Hudson instead pleads that it discharged Sturman for doing something he was permitted to do as part of his work duties. (Complaint ¶¶ 17, 18). In these circumstances, Plaintiff lacks a viable trade secrets claim.

III. THE COMPLAINT AFFIRMATIVELY SHOWS NO VIOLATION OF THE DISPARAGEMENT CLAUSE OCCURRED (735 ILCS 5/2-619(a)(9))

Count III of the Complaint alleges that Sturman violated the non-disparagement clause in his Non Compete Agreement, apparently based on the statements in the Twitter account and webpage associated with the effort to unionize Hudson's workforce. (Complaint ¶¶ 13-14). As paragraphs 13 and 14 of the Complaint themselves show, the purported disparaging statements are clearly opinions and/or non-verifiable statements about Hudson's employment practices. For purposes of Michigan law, a disparaging statement must be capable of being objectively verifiable and no claim can arise from opinioned advocacy. *Holsapple v. Cunningham*, 817 Fed. App'x. 95, 110-112 (6th Cir. 2020). Hence, the Court should conclude that Plaintiff lacks any claim against Sturman for a violation of the non-disparagement clause.

IV. THE COMMERCIAL DISPARAGEMENT CLAIM ITSELF DEMONSTRATES THAT NO COMMERCIAL DISPARAGEMENT OCCURRED AND IS SUBJECT TO QUALIFIED PRIVILEGE (735 ILCS 5/2-619(a)(9))

Count IV of the Complaint assert that "Defendants' statements falsely accuse Hudson of unlawful treatment of its employees and impugn the integrity of its business" and asserts that this constitutes commercial disparagement. (Complaint ¶ 28). Contrary to this contention, the alleged disparaging statements described in Paragraphs 13 and 14 simply do not satisfy the

definition of commercial disparagement. Furthermore, the statements are subject to Sturman's qualified privilege.

An actionable claim for commercial disparagement is meant to compensate a vendor for pecuniary loss suffered when statements about its products' quality decrease their marketability. *United States Healthcare, Inc. v. Blue Cross of Greater Phila.*, 898 F.3d 914, 924 (3rd Cir. 1990). The cause of action requires a plaintiff to plead: (1) the statement is false; (2) the publisher intends or reasonably should know that the statement will result in pecuniary loss; (3) pecuniary loss does in fact result and (4) the publisher knows that the statement is false or acts in reckless disregard of its truth. *Pro Golf Mfg. v. Tribune Review Newspaper Co.*, 809 A.2d 243, 246 (PA 2002). Obviously, the statements here concern Hudson's employment practices, not its products or services. Moreover, the statements described in Paragraphs 13 and 14 are opinions and Hudson does not allege that Sturman acted with malice.

Additionally, when a statement addresses issues of concern to a defendant, a third person or the public, a disparaging statement is subject to a conditional privilege. *Guardian Life Ins. Co. of Am. v. American Guardian Life Assur. Co.*, 943 F.Supp. 509, 527 (E.D. Pa. 1996). The statements described in Paragraph 13 and 14 were made in the context of a unionization push on forums that were established as part of the drive. The Complaint nowhere alleges that Sturman acted with malice. In these circumstances, the Court should rule that Count IV must be dismissed pursuant to Section 2-619.

V. THE COMPLAINT SHOULD BE DISMISSED UNDER THE CITIZEN PARTICIPATION ACT

When the meritless nature of the Complaint, discussed above, is considered in connection with the surrounding circumstances, there can be no doubt that it has been brought

as a SLAPP. The Court should accordingly dismiss the Complaint with prejudice and award Sturman the attorneys' fees he has been forced to incur.

Under the first prong of the Citizen Participation Act's standard, it must be shown that the defendant's actions arose out of his or her rights of petition, speech, association or to otherwise participate in government. 735 ILCS 110/15, *Shoreline Towers Condo. Ass'n. v. Gassman*, 404 Ill.App.3d 1013, 1021-22 (1st Dist. 2010). As is discussed in the Additional Relevant Facts section of this Motion, Sturman's actions occurred as part of his efforts to unionize Hudson's workforce. Illinois courts have recognized that an employee's union activities are protected by the constitutional right of association. See *Schlicher v. Bd. of Fire & Police Comm'rs.*, 363 Ill.App.3d 869, 880-883 (2nd Dist. 2006)(recognizing union activities as protected under the First Amendment of the United States Constitution). Moreover, as Sturman additionally attests in his affidavit, he has reported Hudson both to the United States Department of Labor and local authorities for various legal violations. (Sturman Aff. ¶¶ 12-13).

In determining whether a lawsuit was filed with retaliatory intent, courts can look at factors such as a lack of a proper basis for the action, temporal proximity and whether the claimed damages are proportional to the facts alleged. *Hytel Group, Inc. v. Butler*, 405 Ill.App.3d 113, 126 (2nd Dist. 2010). To determine whether there is a lack of a proper basis, a defendant must show that an essential element of plaintiff's claim is disproven. *Goral*, 2014 IL App (1st)133236, ¶ 40. That is the situation with respect to Plaintiff's Complaint-- as is discussed above, the agreements at issue in Counts I and III are unenforceable, the trade secret claim in Count II is vitiated due to the permission Plaintiff gave Sturman and other employees to download documents and the purported disparaging speech does not relate to Plaintiff's

products or services. Moreover, Sturman's unionization and other activities continued until a few weeks before Plaintiff filed its Complaint. (Sturman Aff. ¶¶ 16-17). Lastly, while the Complaint does not specify the damages Hudson seeks, it does contend that the damages exceed the jurisdictional limit of the Law Division and also seeks an award of punitive damages and fees. (Complaint ¶¶ 21, 25, 27 and 29 and prayers for relief in Counts II and III). Given the utter paucity of any allegation of harm, these claims are disproportionate. See *Goral*, 2014 IL App (1st) 133236, ¶ 56 (claim for compensatory damages in excess of \$50,000 and unspecified amount of punitive damages was retaliatory). Hence, unless Plaintiff can present clear and convincing evidence that Sturman's actions were taken for any reason besides pursuing his protected activities, the Court should conclude that this matter was brought in violation of the Citizen Participation Act. See *Wright Dev. Corp.*, 238 Ill.2d at 636.

VI. COUNTS I AND III FAIL TO ALLEGE SUFFICIENT CLAIMS OF BREACH OF CONTRACT (735 ILCS 5/2-615)

Even if Hudson's claims for the purported breach of the confidentiality agreement and the nondisparagement clause were not unenforceable, they would still be subject to dismissal. Counts I and III fall woefully short of what is needed to plead actionable claims for breach of contract.

The essential elements of a breach of contract claim in Michigan and Pennsylvania are: (1) the existence of a valid and enforceable contract; (2) breach of contract by the defendant; and (3) resulting injury to the plaintiff. *Lossia v. Flagstar Bancorp., Inc.*, 895 F.3d 423, 428-29 (6th Cir. 2018); *Cessna v. REA Energy Coop., Inc.*, 258 F.Supp.3d 566, 587-588 (W.D. PA 2017). In derogation of these requirements, the Complaint nowhere pleads that Hudson performed its

contractual obligations. Moreover, Hudson's allegations of damages from the purported breaches are entirely conclusory.

The allegations of breach in Counts I and III are also deficient. In Count I, Hudson pleads that the breach was "stealing Hudson's confidential documents and publishing the identity of one or more Hudson clients." (Complaint ¶ 20). However, as is discussed above, the Complaint itself concedes that employees were permitted to download work documents and that Sturman's downloading activity occurred before his termination. (Complaint ¶¶ 18-19). Thus, this cannot be considered theft or a violation of the Confidentiality Agreement. Further, there are no factual averments whatsoever about the purported publishing of the identity of a Hudson client. Similarly, the allegation of breach in Count III merely provides "Defendants' conduct constitutes a breach of the non-disparagement clause in their employment contracts." (Complaint ¶ 26). Again, however, a claim of disparagement requires a statement to be objectively verifiable, rather than a mere opinion, to be actionable. *Holsapple*, 817 Fed App'x. at 111-112. Since the purported statements are nothing more than non-verifiable opinions, Hudson has not pleaded that Sturman breached the nondisparagement clause.

VII. COUNT II IS ENTIRELY CONCLUSORY (735 ILCS 5/2-615)

In Count II, Hudson does nothing more than restate its prior allegations and claim that the purported "stolen" documents are trade secrets, Sturman misappropriated the alleged trade secrets, he acted willfully and maliciously and Hudson has been damaged. Count II falls far short of what is required to plead a sufficient claim for trade secret misappropriation.

A cause of action under the Illinois Trade Secrets Act requires a plaintiff to plead that its information was (1) secret; (2) misappropriated; and (3) used in defendant's business. *Assoc.*

Underwriters of Am Agency, Inc. v. McCarthy, 356 Ill.App.3d 1010, 1019 (1st Dist. 2005). Count II fails on all these elements. The purported secrets are described as “Hudson’s confidential and proprietary documents, including internal Hudson training materials, immigration petition letter templates, and petition strategies for efficient, successful processing of various immigration petitions.” (Complaint ¶ 15). Where a plaintiff merely points to broad areas and not concrete trade secrets, it does not satisfy statutory requirements. *Nat’l. Tractor Parts Inc. v. Caterpillar Logistics Inc.*, 2020 IL App (2d) 181056, ¶ 46. As is discussed above, Sturman cannot be considered to have misappropriated the purported secrets because he was permitted as an employee to download them. (Complaint ¶ 17 and *American Antenna Corp.*, 190 Ill.App.3d at 538-39. Additionally, Count II nowhere pleads that Sturman utilized the alleged secrets in his business. Hence, Count II should be dismissed under Section 2-615.

VIII. HUDSON HAS NOT PLEADED A CLAIM FOR COMMERCIAL DISPARAGEMENT (735 ILCS 5/2-615)

As is demonstrated earlier in this motion, Count IV of the Complaint cannot plead a claim for commercial disparagement because that tort is limited to situations where a defendant makes objectively verifiable statements about the plaintiff’s products or services. *United States Healthcare, Inc.*, 898 F.3d at 924. The purported statements alleged in the Complaint only concern Hudson’s employment practices, rather than matters that could give rise to a claim for commercial disparagement. Moreover, even if that were not the case, the remainder of Count IV is purely conclusory, including its claim of damages. Pennsylvania courts have ruled that the elements of a commercial disparagement claim are much more stringent than a defamation claim and, that to avoid a motion to dismiss, a plaintiff must plead that it was an established business, the amount of sales for a substantial period before publication,

the amount of sales post-publication and that the loss in sales was the natural and proximate result of publication. *Syngy, Inc. v. ZS Assocs.*, 110 F.Supp.3d 602, 618-19 (E.D. Pa. 2015). Since Count IV utterly fails to satisfy this standard, the Court should accordingly rule that it fails to state a claim on which relief may be granted.

CONCLUSION

For all the foregoing reasons, Defendant Joshua Sturman respectfully requests that this Court enter an Order dismissing Plaintiff's Complaint with prejudice, find that the Complaint contravenes the Illinois Citizen Participation Act, permit Sturman to file a petition to recover the fees he has incurred and that it take such further action as is just and appropriate.

Respectfully submitted,

/s/ Seth D. Matus

One of Defendant Sturman's
attorneys

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EXHIBIT 1

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

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HUDSON INSTITUTE OF PROCESS RESEARCH, INC.

v.

ABIGAIL SCHULTZ AND JOSHUA STURMAN

No. _____

CIVIL ACTION COVER SHEET - CASE INITIATION

A Civil Action Cover Sheet - Case Initiation shall be filed with the complaint in all civil actions. The information contained herein is for administrative purposes only and cannot be introduced into evidence. Please check the box in front of the appropriate case type which best characterizes your action. Only one (1) case type may be checked with this cover sheet.

Jury Demand Yes No

PERSONAL INJURY/WRONGFUL DEATH

CASE TYPES:

- 027 Motor Vehicle
- 040 Medical Malpractice
- 047 Asbestos
- 048 Dram Shop
- 049 Product Liability
- 051 Construction Injuries
(including Structural Work Act, Road Construction Injuries Act and negligence)
- 052 Railroad/FELA
- 053 Pediatric Lead Exposure
- 061 Other Personal Injury/Wrongful Death
- 063 Intentional Tort
- 064 Miscellaneous Statutory Action
(Please Specify Below**)
- 065 Premises Liability
- 078 Fen-phen/Redux Litigation
- 199 Silicone Implant

TAX & MISCELLANEOUS REMEDIES

CASE TYPES:

- 007 Confessions of Judgment
- 008 Replevin
- 009 Tax
- 015 Condemnation
- 017 Detinue
- 029 Unemployment Compensation
- 031 Foreign Transcript
- 036 Administrative Review Action
- 085 Petition to Register Foreign Judgment
- 099 All Other Extraordinary Remedies

By: Paul K. Vickrey
(Attorney) (Pro Se)

2022L006829

(FILE STAMP)

COMMERCIAL LITIGATION

CASE TYPES:

- 002 Breach of Contract
- 070 Professional Malpractice
(other than legal or medical)
- 071 Fraud (other than legal or medical)
- 072 Consumer Fraud
- 073 Breach of Warranty
- 074 Statutory Action
(Please specify below.**)
- 075 Other Commercial Litigation
(Please specify below.**)
- 076 Retaliatory Discharge

OTHER ACTIONS

CASE TYPES:

- 062 Property Damage
- 066 Legal Malpractice
- 077 Libel/Slander
- 079 Petition for Qualified Orders
- 084 Petition to Issue Subpoena
- 100 Petition for Discovery

** Trade Secret Misappropriation

Primary Email: vickrey@vvnlaw.com

Secondary Email: _____

Tertiary Email: _____

Pro Se Only: I have read and agree to the terms of the *Clerk's Office Electronic Notice Policy* and choose to opt in to electronic notice form the **Clerk's Office** for this case at this email address: _____

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

HUDSON INSTITUTE OF PROCESS)	
RESEARCH, INC.)	2022L006829
)	
Plaintiff,)	
)	No.
v.)	
)	JURY DEMAND
ABIGAIL SCHULTZ and)	
JOSHUA STURMAN)	
)	
Defendants.)	

COMPLAINT

Plaintiff, Hudson Institute of Process Research, Inc. (“Hudson”), for its Complaint against Defendants Abigail Schultz (“Schultz”) and Joshua Sturman (“Sturman”), state as follows.

PARTIES, JURISDICTION AND VENUE

1. Hudson, formerly known as HIPR Pacsoft Technologies, Inc. (“HIPR”), is a Michigan corporation headquartered in Ann Arbor, Michigan. Hudson maintains an office in Chicago, Illinois.

2. Schultz resides in Chicago, Illinois. Schultz was formerly employed in Hudson’s Chicago office.

3. Sturman resides in Millvale, Pennsylvania. Sturman was formerly employed in Hudson’s Pittsburgh office.

4. As more fully alleged below, at some time in 2021, Defendants Schultz and Sturman entered into a conspiracy to misappropriate trade secrets from, and otherwise harm, Hudson; a conspiracy which included tortious acts in Chicago, Illinois. Accordingly, personal jurisdiction exists over Defendant Sturman. Venue is appropriate under 735 ILCS 5/2-101.

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FACTS COMMON TO ALL COUNTS

5. Prior to July of 2022, HIPR Pacsoft Technologies, Inc. (“HIPR”) hired employees to staff the offices of Hudson, a Professional Corporation, a legal consultancy and solution company that provides services to immigration law firms serving clients seeking U.S. employment-based visas. In July of 2022, HIPR Pacsoft Technologies, Inc. (“HIPR”) and Hudson, a Professional Corporation, merged into Hudson Institute of Process Research, Inc. (“Hudson”).

6. In December of 2018, Hudson hired Schultz to work as a Legal Writing Specialist in its Chicago office. Schultz’s duties included preparing immigration-related letters and documents and conducting legal and project-related research. In April of 2021, Schultz was promoted to the position of RFE Team Leader.

7. When Schultz joined Hudson, she signed written agreements in which she agreed to maintain the information, documentation and client information of Hudson as confidential, and not disclose such information to third parties. One such agreement is the December 12, 2018 Confidentiality Agreement attached as Exhibit A. Hudson’s employee manual likewise emphasizes this prohibition against taking Hudson’s confidential information.

8. Schultz also agreed not to make any disparaging comments or statements about Hudson and its officers, directors, owners, employees or practices. (Exhibit B).

9. In May of 2019, Hudson hired Sturman to work as a Legal Writing Specialist in its Pittsburgh office. Sturman’s duties included preparing immigration-related letters and documents and conducting legal and project-related research. On April 30, 2020, Sturman was promoted to an RFE writer position.

10. When Sturman joined Hudson, he signed written agreements in which he agreed to maintain the information, documentation and client information of Hudson as confidential, and not disclose such information to third parties. One such agreement is the May 31, 2019

Confidentiality Agreement attached as Exhibit C. Hudson's employee manual likewise emphasizes this prohibition against taking Hudson's confidential information.

11. Sturman also agreed not to make any disparaging comments or statements about Hudson and its officers, directors, owners, employees or practices. (Exhibit D).

12. At some point in 2021, Schultz and Sturman began communicating by phone and at least once in person about ways they could harm Hudson. During those communications, which included Sturman's calls, texts and emails into Illinois, Schultz and Sturman entered an agreement to jointly endeavor to harm Hudson, including the disruption of Hudson's ability to hire new employees for its Chicago office, and the commission of tortious acts in Chicago.

13. As the result of that agreement, on July 9, 2021, Shultz and Sturman created the twitter account "Hudson Workers United." Schultz and Sturman created that account during working hours with the email account HUDSONLEGALTEAMS@GMAIL.COM; the recovery information for that account consists of Schultz's telephone number and Sturman's personal email address. Shultz and Sturman posted false and disparaging statements on that site, including: "nearly every employee who has given an affidavit or testimony to the NLRB has now been fired in retaliation." Hudson is aware of eight such employees: two are still employed by Hudson, two voluntarily resigned, and the remaining four were terminated for reasons having nothing to do with retaliation (for example, as addressed below, Shultz and Sturman were terminated for theft of Hudson's confidential documents).

14. On or about October 9, 2021, Shultz and Sturman also created <https://gogreened.wordpress.com/>, a website which is devoted to disparaging Hudson and its owners, on which Defendants state "we are here to expose the truth behind the questionable business practices of business tyrants [Hudson owners]" and "what is really going on inside a leading immigration law firm [Hudson]." Defendants posted several false statements on that site

about Hudson and its owners, including statements accusing them of unlawful employment practices. Shultz and Sturman likewise used their email account, HUDSONLEGALTEAMS@gmail.com, to create that site.

15. As part of their agreement, Schultz and Sturman also coordinated an effort to steal Hudson's confidential and proprietary documents, including internal Hudson training materials, immigration petition letter templates, and petition strategies for efficient, successful processing of various immigration petitions. These documents were created by Hudson based on its experience of assisting in over 6000 immigration cases a year; they are not generally known in this field; and they give Hudson a valuable competitive edge over firms providing similar services. Hudson has taken reasonable measures to protect the secrecy of these documents by requiring all employees to sign confidentiality agreements, and by maintaining these documents on secured electronic systems with restricted access.

16. Accordingly, in August and September, Schultz and Sturman both accessed and downloaded over 800 of such confidential documents from Hudson's server. Some of such confidential documents have been disclosed to Sturman's attorney (a close relative). On information and belief, Schultz and Sturman intended to provide such documents to a Hudson competitor, possibly the Firm of David M. Sturman(<http://www.davidsturman.com/>; <http://www.visas123.com/>), an immigration firm run by Sturman's father, David M. Sturman and brother Jonathan R. Sturman, which offers some of the same services provided by Hudson.

17. Schultz and Sturman knew that such actions were prohibited under their Confidentiality Agreements. Moreover, Shultz and Sturman were explicitly reminded of their obligations when they accessed and downloaded the confidential documents. Each time an employee accesses Hudson's software or electronic systems, the employee receives a notice regarding the access to Hudson's confidential and proprietary and client information, which states:

Legal Notice: You are now working at an un-authorized location. All the activities will be logged. Be sure to delete all the company documents within the personal electronic devices and software after you complete the projects. All the documents are proprietary assets and protected by 18 U.S.C. 1832, 18 U.S.C. § 1030 (CFAA) and Uniform Trade Secrets Act (UTSA).

18. Hudson learned of Defendants' unlawful theft in October of 2021 after conducting an investigation into a disruption of its electronics systems. After that investigation, on October 29, 2021, Hudson terminated Schultz and Sturman for violating their Confidentiality Agreements.

19. Since then, Schultz and Sturman have continued to disparage Hudson on the above identified sites and have published false statements about Hudson and the reason why they were terminated.

COUNT I
Breach of Confidentiality Agreement

1-19. Hudson incorporates paragraphs 1-19 as if fully set forth herein.

20. Defendants have breached their Confidentiality Agreements by, a minimum, stealing Hudson's confidential documents and publishing the identity of one or more Hudson clients.

21. Hudson has been damaged by such breach in an amount exceeding the jurisdictional limit for the Law Division.

WHEREFORE, Hudson requests that judgment be entered in its favor in an amount to be determined at trial, plus costs.

COUNT II
Trade Secret Misappropriation

1-21. Hudson incorporates paragraphs 1-21 as if fully set forth herein.

22. The confidential documents which Defendants stole constitute Hudson's trade secrets.

23. Defendants' conduct constitutes misappropriation of trade secrets under 765 ILCS 1065/2.

24. Defendants' misappropriation was willful and malicious under 765 ILCS 1065/4(a).

25. Hudson has been damaged by such misappropriation.

WHEREFORE, Hudson requests that judgment be entered in its favor for compensatory damages in an amount to be determined at trial, punitive damages, plus its attorney's fees and costs. Hudson also requests, pursuant to 765 ILCS 1065/6, that the Court order Defendants not to disclose the trade secrets.

COUNT III
Breach of Non-Disparagement Clause

1-25. Hudson incorporates paragraphs 1-25 as if fully set forth herein.

26. Defendants' conduct constitutes a breach of the non-disparagement clause in their employment contracts. (Exhibits B and D).

27. Hudson has been damaged by such breach.

WHEREFORE, Hudson requests that judgment be entered in its favor in an amount to be determined at trial, plus its attorney's fees and costs.

COUNT IV
Commercial Disparagement

1-27. Hudson incorporates paragraphs 1-27 as if fully set forth herein.

28. Defendants' statements falsely accuse Hudson of unlawful treatment of its employees and impugn the integrity of its business.

29. Hudson has been damaged by such statements.

WHEREFORE, Hudson requests that judgment be entered in its favor in an amount to be determined at trial, plus its costs.

Jury Demanded: Hudson demands trial by jury.

Respectfully submitted,

/s/ Paul K. Vickrey

Paul K. Vickrey (vickrey@vvnlaw.com)

Dylan M. Brown (dbrown@vvnlaw.com)

Vitale, Vickrey, Niro, Solon & Gasey LLP

311 S. Wacker Drive, Suite 2470

Chicago, IL 60606

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Firm ID 61334

Mark D. Roth

Roth Fioretti LLC

311 S. Wacker Drive, Suite 2470

Chicago, Illinois 60606

Phone: (312) 922-6262

mark@rothfioretti.com

Attorneys for Plaintiff

Hudson Institute of Process Research, Inc.

EXHIBIT A



CONFIDENTIALITY AGREEMENT

I, Abigail Schultz OF 1536 W Roscoe St
(Name) (Address)
Apt 3 Chicago, IL 60657

in the State of Illinois, will be employed by HIPR and provided the opportunity to work in Hudson Legal. My employment shall strictly abide by the following terms and conditions:

1. I acknowledge that I have been advised by **HIPR and Hudson Legal** that all information and documents that I may have knowledge of or access to through my employment with **HIPR and Hudson Legal** are strictly confidential.

2. I agree at all times to treat as confidential all information acquired through my employment with **HIPR and Hudson Legal**, and not to disclose same except as authorized in the course of my employment or by law. I acknowledge that such information is not to be altered, copied, interfered with or destroyed, except upon authorization and in accordance with the policy of **HIPR and Hudson Legal**. I will not discuss such information with any party, nor will I participate in or permit the release, publication or disclosure of such information, nor will I copy, photograph, scan, email, distribute, or disseminate such information, except as authorized in the course of my employment or by law.

I understand that this agreement includes:

- a. never discussing the information of a client, the client's file or any details thereof with anyone other than a member of **HIPR and Hudson Legal** directly concerned;
- b. avoiding the use of names of clients in conversations with other clients, friends or relatives;
- c. ensuring that disclosures of information are made only to persons entitled to that information;
- d. ensuring that conversations relating to clients or other **HIPR and Hudson Legal** businesses are not conducted in public areas where conversations may be heard by people other than **HIPR and Hudson Legal** personnel; and

3. I understand and acknowledge that, as an employee of **HIPR and Hudson Legal**, I am required to honor and be bound by the applicable provisions of the *Michigan and Illinois Rules of Professional Conduct* in matters of confidentiality of information in the same manner as all the lawyers of Hudson Legal, even after I have left the employment of **HIPR and Hudson**

HUDSON

Legal. I understand that if I have any questions about these professional conduct rules, I should ask HR. In general, these requirements include the following:

- a. I shall hold in strict confidence all information concerning the business and affairs of the client acquired in the course of the professional relationship, regardless of the nature or source of the information or of the fact that others may share the knowledge, and shall not divulge any such information unless disclosure is expressly or impliedly authorized by the client, or is required by law or by a court.
 - b. I shall take all reasonable steps to ensure the privacy and safekeeping of a client's confidential information.
 - c. I shall not disclose the facts of having been consulted or retained by a person unless the nature of the matter requires such disclosure.
 - d. I shall preserve the client's secrets even after the termination of the services.
4. I understand that compliance with the confidentiality requirements of **HIPR and Hudson Legal** is a condition of my employment and that failure to comply with the policy may result in discipline, up to and including termination of my employment by **HIPR and Hudson Legal**.
5. I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my employment.
6. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED this 12th day of December, 2018

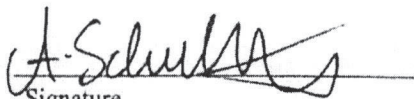

Signature

EXHIBIT B

Redacted

HUDSON

Job Offer Letter

180 N. Michigan Ave, Ste 2300,
Chicago, IL 60601

TEL: (312) 635-7050

December 10, 2018

Attn.: Abigail Clara-Marie Schultz
Subject: Job Offer

Dear Abigail:

On behalf of HIPR, the staffing firm which you are employed under, it is our distinct pleasure to offer you a full-time position of **Legal Writing Specialist** at Hudson Legal ("Hudson Legal Global"). We trust that your knowledge, skills, education, and prior experience as you have represented on your employment application and during the interview will be valuable assets.

Your offer of employment is conditioned on your acknowledging and signing this offer letter, as well as your signing the enclosed agreements:

1. Non-Compete Agreement;
2. Confidentiality Agreement; and
3. Hudson Legal Asset Acknowledgment Form

Should you accept this offer, your first day of employment and training will be on **TBD**. The annual salary for this position is [REDACTED] which will be paid biweekly ([REDACTED] [REDACTED] [REDACTED]). We recognize the right of individual employees to terminate their employment for any reason whatsoever. Accordingly, your employment with the Company is at will.

Your offer provided by Hudson Legal will be as follows:

1. You will first undergo a three month probationary period as a W2 employee.
Employees are not eligible to participate in Hudson Legal benefits until after

HUDSON

completion of the three month probationary period. Two performance evaluations will take place during the probationary period. The first evaluation will take place after you have completed a one to two week training period; the second will take place at the end of the 3rd month. Completion of the probationary period does not alter the at-will employment status of your employment. As an at-will employee your employment may be terminated with or without notice for any reason.

2. Signing bonus: You will receive a [REDACTED]. This signing bonus will have to be returned if your overall employment period is less than 1 year. This signing bonus will be issued to you upon successful completion of your probationary period.
3. After completion of the probationary period, you will be eligible for participation in the benefits provided to similarly situated employees according to the terms of the applicable plan documents. The terms and conditions of participation are subject to amendment or change without notice. Presently, these benefits include:

[REDACTED]

4. Overtime

- The Company strives to maintain sufficient staff to provide for an even workload. However, the workweek may fluctuate based on client demand and business needs. Accordingly, you should prioritize to aim for maximum work quality and efficiency. Overtime hours (calculated on hours worked in excess of 40 hours per week) are compensated at 1.5 times the regular hourly rate.
- Overtime may be approved if there is need for you to complete **additional work** or if there is a business need for you to cover the absence of another employee. You must ask HR for approval before working overtime. You should only work overtime if the request is approved.

5. After you have passed your probationary period, it is the Company's standard that you provide at least 4 weeks' notice if you wish to terminate your employment for any reason. Paid leave days may not be used in lieu of notice upon separation or during the required notice period.

HUDSON

As a full time **Legal Writing Specialist**, you will be responsible for the following job duties, which may change from time-to-time, under the supervision of the attorneys of Hudson Legal or its client law firm.

Specific job duties:

1. Prepare immigration-related letters and documents;
2. Conduct legal and project-related research;
3. Handle letter revisions; and
4. Perform other duties as assigned by your team leader or attorneys.

You are expected to arrive at the office before 9:30 AM, Monday to Friday, and to work a full 40 hour week. You have the ability to leave the office early if all of your work and projects are complete and your supervisor/team leader does not have additional work for you to perform. You are responsible for ensuring that you work sufficient hours to complete assigned tasks and projects on a timely basis.

Your performance, quarterly evaluation, payroll and attendance will be under the supervision of your team leader, Hudson Legal or client law firm attorneys, and human resources personnel.

We know you will find working here to be a rewarding and career enhancing experience. We are excited about the opportunity to work with you as we create an even stronger company.

If you choose to accept this offer, please sign the acknowledgment that follows and the enclosed documents and mail or email the signed documents back to us at your earliest convenience but no later than 12/13/18 to fill this position, at which time it will be deemed to be withdrawn. Thank you.

Sincerely,

Qingying Zheng

Qingying Zheng
Human Resources Associate

HUDSON

I acknowledge that I have received and reviewed this offer letter and the documents enclosed with it as identified above. I understand and agree that the terms and conditions of my employment are exclusively set forth in the enclosed employment agreement, the Employee Handbook, and other documents that I have separately signed. I acknowledge that I am not relying on any prior statements or representations that are not contained within the referenced documents. I also confirm that I will not use any intellectual property that I do not have proper authority to use and that my employment will not violate any contractual agreements with any former employer.

Printed Name: Abigail Schultz

Signature:  Date: 12/12/18

*Offer is contingent on successful completion of the background check. This offer is also subject to change based on company policy and on site performance.

HUDSON

NONCOMPETE AGREEMENT

This Non-compete Agreement ("Agreement") is made effective as of _____, 20__, by and between _____, of _____ ("Employee"), and Hudson Legal, of 180 N. Michigan Ave, Ste 2300, Chicago IL, 60601 ("Company").

Employee acknowledges that incident to Employee's services, Employee will gain extensive and valuable experience and knowledge relating to the business and operations of the Company and its customers/clients, as defined below, the use or disclosure of which could cause the Company substantial loss and damages that would not be readily calculated and for which no remedy at law would be adequate.

Employee also recognizes that an important part of the Employee's duties will be to develop good will for the Company through Employee's personal contact with Company's clients and others having business relationships with the Company, and that such good will is a proprietary asset of the Company and if not protected, there is a danger it may follow the Employee if Employee's relationship with the Company is terminated.

The Parties further acknowledge and agree that Company is engaged in the conduct of a highly specialized business in a competitive industry and that the restrictive covenants in this Agreement is necessary to prevent Employee from unfairly competing with Company given Employee's access to Company's Confidential Information, and defined below, and other business operations during Employee's employment with Company.

Accordingly, Employee agrees for a period of three years after Employee's employment is terminated, for any reason, Employee will not directly or indirectly engage in any business that competes with Hudson Legal in the petition categories of EB-1 Alien of Extraordinary Ability, EB-1 Outstanding Researcher or Professor and EB-2 National Interest Waiver. Because Company provides services to clients throughout the United States, Employee agrees this covenant shall apply to the geographical area of the United States. Further, Employee shall not, for any reason, directly or indirectly, either individually or as an owner, manager, supervisor, administrator, consultant, instructor, independent contractor, or employee solicit or otherwise attempt to establish for Employee or any other person or business entity any business relationships with any person or business entity that was at any time during the 36 months preceding the Employee's termination with Company, a customer, vendor, or supplier of the Company or in which Company marketed its services to as a prospective customer, contact or solicit, directly or indirectly, the Customers of the Company

HUDSON

for purposes of providing services or selling products to the Customers, (ii) provide services or sell products, directly or indirectly, whether as an employee, contractor, vendor, owner, partner, investor or agent to the Customers of the Company, (iii) market or advertise the services or products of any other individual or entity to the Customers of the Company or (iv) interfere with or attempt to interfere with, whether or not for his/her own benefit, the services provided by the Company to its Customers.

Nothing in this Section shall be construed to prevent Employee from owning, as an investment, not more than 10% of a class of equity securities issued by any competitor of the Company or its affiliates and publicly traded and registered under applicable sections of the Securities Exchange Act of 1934.

1. NON-SOLICITATION COVENANT. For a period of three years after the effective date of this Agreement, Employee will not work for or do business, directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any person or entity that was a customer or client of Hudson Legal during the 24 month period prior to Employees separation from employment with Hudson Legal. Further, during Employees employment with Hudson Legal and for a period of three years after separation from Hudson Legal, Employee will not directly or indirectly employ, solicit, induce or attempt to induce any employee of Hudson Legal to terminate his or her employment with Hudson Legal.

2. PUBLIC STATEMENTS. Employee understands that Company is a full-service immigration professional services firm, and that Company has business interests in ensuring that its employees are not making public statements that could be attributed to the Company itself or could cause potential conflicts for the Company. Accordingly, Employee understands and agrees that Employee cannot, without prior written permission of the Company, make or publish, whether oral or written, any public statements related to immigration law or immigration issues that are related to the legal services performed by the Company or its employees. For purposes of this provision, Employee acknowledges that making or publishing any oral or written public statements includes any statements made to any reporters or news outlets, any blog posts, any articles written by Employee, whether written anonymously or attributed to Employee, any posts or commentary on social media websites, or any other public statement that could reasonably be attributed to the Company.

3. CONFIDENTIALITY. As used in the Agreement, "confidential information" or "proprietary information" means any tangible and intangible non-public information in any

HUDSON

form (including written information, oral statements, visual observations of the Company's operations at its business premises, electronically stored data and electronically transmitted data) regarding the Company, its clients, or its business operations. Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any information that is confidential or proprietary to Hudson Legal or that Employee had access to only as an employee of Hudson Legal. Employee will protect such information and treat it as strictly confidential. The obligation of Employee not to disclose confidential or proprietary information shall continue after Employee's employment with Company is terminated, for any reason. Immediately after the termination of the employment, Employee will return to Hudson Legal all Company's information, including confidential or proprietary, in any format. This includes documents, emails, databases, contracts, spreadsheets, client information, records, notes, documentation and any other information or items that Employee had access to as an employee of Hudson Legal.

4. SEVERABILITY. The parties have attempted to limit this Agreement so that it applies only to the extent necessary to protect legitimate business and property interests of the parties. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5. INJUNCTION. Employee acknowledges that great loss and irreparable damage would be suffered by the Company if Employee should breach or violate the terms of this Agreement because of the competitive nature of the industry and the special knowledge of the affairs and operations of the Company that Employee will gain through Employee's employment. If Employee breaches or threatens to breach any of the provision of this Agreement, the Parties agree that the Company would not have an adequate remedy at law and that, therefore, the Company will be entitled to a temporary restraining order without notice to employee and a permanent injunction to prevent a breach of any of the terms or provisions contained in this agreement. Therefore, upon any actual or impending violation of this Agreement, the Company shall be entitled to the issuance of a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining such violation by Employee or any other entity or person acting alone or in concert with Employee. Such remedy will be additional to and not in limitation of any other remedy which may otherwise be available to the Company. Employee agrees that Employee's liability in any proceeding accruing from the breach of this Agreement will include not only the monetary proceeding commenced in breach of this

HUDSON

Agreement, but also all other damages, costs, and expenses sustained by the Company on account of such action, including, without limitation, attorney fees, all other costs, expenses, and lost profits. The Company shall also have the right to require Employee to render an accounting to pay over to the Company all compensation including profits derived or received by Employee as a result of breaching this Agreement and Employee agrees to account for and pay over such compensation and profits. Employee further agrees that the Company will be entitled to immediate (i.e., without prior notice) preliminary and final injunctive relief to enjoin and restrain Employee from performing any prohibitive actions described in this Agreement, in addition to any other remedy provided by law or this Agreement, including the recovery of compensatory and punitive damages from Employee.

6. ENFORCEMENT COSTS. The Company shall be entitled to its costs, actual attorney fees and any other expenses and damages incurred to enforce or prevent a violation of this Agreement. Company shall also be entitled to recover costs or expenses incurred by Company in retrieving any Company provided equipment or information.

7. REMEDIES CUMULATIVE. All rights and remedies conferred upon by the Parties to this Agreement or by law, in equity, or other rights and remedies arising under other or subsequent agreements between the Parties will be cumulative of each other and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy will preclude the later exercise of such right or remedy or the exercise of any other right or remedy.

8. NO WAIVER. The waiver of any provision of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent performance or breach of the same or other provision of this Agreement.

9. EXTENDING THE RESTRICTION PERIOD. The Parties agree that the running of the period during which the non-compete restrictions set forth in this Agreement apply will be tolled during the continuance of any breach or violation by Employee of his/her covenants and agreements contained in this Agreement, and the period will be extended by the length of time during which any such breach or violation continues.

10. ASSIGNABILITY. This Agreement, and any and all rights and obligations hereunder, are freely assignable by the Company without the consent of Employee. Employee cannot assign or delegate any covenant, right, remedy, or obligations under this Agreement without Company's prior written approval.

HUDSON

11. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

12. GOVERNING LAW. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of Michigan with no regard to conflict of any applicable conflict of law principles. The Parties agree that any dispute arising between the parties, including any dispute concerning the interpretation, validity, enforceability, or exercise of any remedies from an alleged breach of the Agreement must be adjudicated in the county where the Company's principal executive office is located at the time of the dispute, or the applicable district or division of a federal court having venue for disputes in that same county and Employee stipulates and agrees to submit to the personal jurisdiction of the Michigan state or federal courts located in the county identified in this paragraph. Employee also waives any claim that the state or federal court located in such county are not a convenient forum or the proper venue for any such suit, action, or proceeding.

13. NON-DISPARAGEMENT. Employee agrees that employee will not, at any time, publish, post, and/or make any comments about the Company that are, or could be interpreted to be, disparaging, derogatory or that will paint the Company in a negative light. Specifically, Employee agrees, among other things, that employee will not publish, post and/or make any disparaging, derogatory or negative comments about Company officers, directors, owners, employees, products, policies, practices and office culture and office environment. If employee breaches the commitments contained in this Section, employee will be liable to the Company for any resulting harm and legal costs incurred.

14. ENTIRE AGREEMENT; AMENDMENTS. This is the entire Agreement between Employee and Company and it supersedes all prior discussions and agreements between the Employee and the Company concerning the matters contained in this Agreement and constitutes the sole and entire agreement between the Employee and the Company. No amendment or modification of this Agreement or of any covenant will be valid unless evidenced by a writing signed by Employee and an authorized representative of the Company.

HUDSON

Your Agreement to Accept the Terms of the Employment Agreement

By signing below, your signature represents that you: (i) Have read all of the preceding terms of this Agreement; (ii) Have had an opportunity to consult with legal counsel of your own choosing or have chosen not to do so; (iii) Have relied fully and completely on your own judgment or advice of your own attorneys in executing this Agreement; (iv) Are legally competent and authorized to execute this Agreement.

PROTECTED PARTY:

Hudson Legal

By: Qingying Zheng
Qingying Zheng
Human Resources Associate

EMPLOYEE:

Abigail Clara-Marie Schultz
Abigail Clara-Marie Schultz

Dated: 12/12/18

EXHIBIT C

HUDSON

CONFIDENTIALITY AGREEMENT

I, JOSHUA STURMAN OF 264 SERVICE
(Name) (Address)
WAY, PITTSBURGH 15201

in the State of Pennsylvania, will be employed by HIPR and provided the opportunity to work in Hudson Legal, PC. My employment shall strictly abide by the following terms and conditions:

1. I acknowledge that I have been advised by **HIPR and Hudson Legal** that all information and documents that I may have knowledge of or access to through my employment with **HIPR and Hudson Legal** are strictly confidential.

2. I agree at all times to treat as confidential all information acquired through my employment with **HIPR and Hudson Legal**, and not to disclose same except as authorized in the course of my employment or by law. I acknowledge that such information is not to be altered, copied, interfered with or destroyed, except upon authorization and in accordance with the policy of **HIPR and Hudson Legal**. I will not discuss such information with any party, nor will I participate in or permit the release, publication or disclosure of such information, nor will I copy, photograph, scan, email, distribute, or disseminate such information, except as authorized in the course of my employment or by law.

I understand that this agreement includes:

- a. never discussing the information of a client, the client's file or any details thereof with anyone other than a member of **HIPR and Hudson Legal** directly concerned;
- b. avoiding the use of names of clients in conversations with other clients, friends or relatives;
- c. ensuring that disclosures of information are made only to persons entitled to that information;
- d. ensuring that conversations relating to clients or other **HIPR and Hudson Legal** businesses are not conducted in public areas where conversations may be heard by people other than **HIPR and Hudson Legal** personnel; and

3. I understand and acknowledge that, as an employee of **HIPR and Hudson Legal**, I am

HUDSON

required to honor and be bound by the applicable provisions of the *Michigan and Pennsylvania Rules of Professional Conduct* in matters of confidentiality of information in the same manner as all the lawyers of Hudson Legal, even after I have left the employment of **HIPR and Hudson Legal**. I understand that if I have any questions about these professional conduct rules, I should ask HR. In general, these requirements include the following:

- a. I shall hold in strict confidence all information concerning the business and affairs of the client acquired in the course of the professional relationship, regardless of the nature or source of the information or of the fact that others may share the knowledge, and shall not divulge any such information unless disclosure is expressly or impliedly authorized by the client, or is required by law or by a court.
 - b. I shall take all reasonable steps to ensure the privacy and safekeeping of a client's confidential information.
 - c. I shall not disclose the facts of having been consulted or retained by a person unless the nature of the matter requires such disclosure.
 - d. I shall preserve the client's secrets even after the termination of the services.
4. I understand that compliance with the confidentiality requirements of **HIPR and Hudson Legal** is a condition of my employment and that failure to comply with the policy may result in discipline, up to and including termination of my employment by **HIPR and Hudson Legal**.
5. I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my employment.
6. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED this 31 day of MAY, 2019.

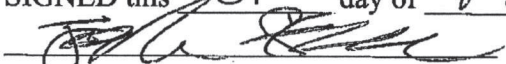

Signature

EXHIBIT D

Redacted

HUDSON

Job Offer Letter

437 Grant Street,
Pittsburgh, PA, 15219

TEL: 412-688-6406

May 30, 2019

Attn.: Joshua Sturman
Subject: Job Offer

Dear Mr. Joshua Sturman,

On behalf of HIPR, the staffing firm which you are employed under, it is our distinct pleasure to offer you a full time position of **Legal Writing Specialist** at Hudson Legal ("Hudson Legal Global"). We trust that your knowledge, skills, education, and prior experience as you have represented on your employment application and during the interview will be valuable assets.

Your offer of employment is conditioned on your acknowledging and signing this offer letter, as well as your signing the enclosed agreements:

1. Non-Compete Agreement;
2. Confidentiality Agreement; and
3. Hudson Legal Asset Acknowledgment Form

Should you accept this offer, your first day of employment and training will be on **TBD**. The annual salary for this position is \$ [REDACTED] which will be paid biweekly (\$ [REDACTED] = \$ [REDACTED]). We recognize the right of individual employees to terminate their employment for any reason whatsoever. Accordingly, your employment with the Company is at will.

Your offer provided by Hudson Legal will be as follows:

1. You will first undergo a three month probationary period as a W2 employee.
Employees are not eligible to participate in Hudson Legal benefits until after completion

HUDSON

of the three-month probationary period. Two performance evaluations will take place during the probationary period. The first evaluation will take place after you have completed a one to two week training period; the second will take place at the end of the 3rd month. Completion of the probationary period does not alter the at-will employment status of your employment. As an at-will employee your employment may be terminated with or without notice for any reason.

2. After completion of the probationary period, you will be eligible for participation in the benefits provided to similarly situated employees according to the terms of the applicable plan documents. The terms and conditions of participation are subject to amendment or change without notice. Presently, these benefits include:

- [REDACTED]

[REDACTED]

- Relocation Fee: You will receive a \$ [REDACTED] taxable relocation fee through direct deposit after you have successfully passed your probationary period. You must return the relocation fee if you leave the position within a year.

3. Signing bonus: You will receive a [REDACTED]. This signing bonus will have to be returned if overall employment period is less than a year. The signing bonus will be issued to you after you have successfully passed your probationary period.

4. Overtime

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- The Company strives to maintain sufficient staff to provide for an even workload. However, the workweek may fluctuate based on client demand and business needs. Accordingly, you should prioritize to aim for maximum work quality and efficiency. Overtime hours (calculated on hours worked in excess of 40 hours per week) are compensated at 1.5 times the regular hourly rate.
- Overtime may be approved if there is a need for you to complete **additional work** or if there is a business need for you to cover the absence of another employee. You must ask HR for approval before working overtime. You should only work overtime if the request is approved.

5. After you have passed your probationary period, it is the Company's standard that you provide at least 4 weeks' notice if you wish to terminate your employment for any reason. You will only receive reimbursement of your unused paid days if you give the Company 4 weeks' written notice.

As a full time **Legal Writing Specialist**, you will be responsible for the following job duties, which may change from time-to-time, under the supervision of the attorneys of Hudson Legal or its client law firm.

Specific job duties:

1. Prepare immigration-related letters and documents;
2. Conduct legal and project-related research;
3. Handle letter revisions; and
4. Perform other duties as assigned by your team leader or attorneys.

You are expected to arrive at the office before 9:30 AM, Monday to Friday, and to work a full 40 hour week. You have the ability to leave the office early if all of your work and projects are complete and your supervisor/team leader does not have additional work for you to perform. You are responsible for ensuring that you work sufficient hours to complete assigned tasks and projects on a timely basis.

Your performance, quarterly evaluation, payroll and attendance will be under the supervision of your team leader, Hudson Legal or client law firm attorneys, and human resources personnel.

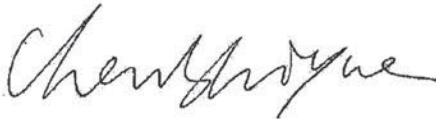
We know you will find working here to be a rewarding and career enhancing experience. We

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are excited about the opportunity to work with you as we create an even stronger company.

If you choose to accept this offer, please sign the acknowledgment that follows and the enclosed documents and mail or email the signed documents back to us at your earliest convenience but no later than 6/5/2019 to fill this position, at which time it will be deemed to be withdrawn. Thank you.


Sincerely,



Shiyue Chen
Human Resources Associate

I acknowledge that I have received and reviewed this offer letter and the documents enclosed with it as identified above. I understand and agree that the terms and conditions of my employment are exclusively set forth in the enclosed employment agreement, the Employee Handbook, and other documents that I have separately signed. I acknowledge that I am not relying on any prior statements or representations that are not contained within the referenced documents. I also confirm that I will not use any intellectual property that I do not have proper authority to use and that my employment will not violate any contractual agreements with any former employer.

Printed Name: JOSHUA STURMAN

Signature:  Date: 5/31/19

*Offer is subject to change based on company policy and on site performance.

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NONCOMPETE AGREEMENT

This Non-compete Agreement ("Agreement") is made effective as of _____ 2019, by and between Joshua Sturman of 264 Service Way, Pittsburgh, PA 15201 ("Employee"), and Hudson Legal, of 437 Grant Street, Pittsburgh, PA 15219 ("Company").

Employee acknowledges that incident to Employee's services, Employee will gain extensive and valuable experience and knowledge relating to the business and operations of the Company and its customers/clients, as defined below, the use or disclosure of which could cause the Company substantial loss and damages that would not be readily calculated and for which no remedy at law would be adequate.

Employee also recognizes that an important part of the Employee's duties will be to develop good will for the Company through Employee's personal contact with Company's clients and others having business relationships with the Company, and that such good will is a proprietary asset of the Company and if not protected, there is a danger it may follow the Employee if Employee's relationship with the Company is terminated.

The Parties further acknowledge and agree that the Company is engaged in the conduct of a highly specialized business in a competitive industry and that the restrictive covenants in this Agreement is necessary to prevent Employee from unfairly competing with Company given Employee's access to Company's Confidential Information, and defined below, and other business operations during Employee's employment with Company.

Accordingly, Employee agrees for a period of three years after Employee's employment is terminated, for any reason, Employee will not directly or indirectly engage in any business that competes with Hudson Legal in the petition categories of EB-1 Alien of Extraordinary Ability, EB-1 Outstanding Researcher or Professor and EB-2 National Interest Waiver. Because Company provides services to clients throughout the United States, Employee agrees this covenant shall apply to the geographical area of the United States. Further, Employee shall not, for any reason, directly or indirectly, either individually or as an owner, manager, supervisor, administrator, consultant, instructor, independent contractor, or employee solicit or otherwise attempt to establish for Employee or any other person or business entity any business relationships with any person or business entity that was at any time during the 36 months preceding the Employee's termination with Company, a customer, vendor, or supplier of the Company or in which Company marketed its services to as a prospective customer, contact or solicit, directly or indirectly, the Customers of the Company

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for purposes of providing services or selling products to the Customers, (ii) provide services or sell products, directly or indirectly, whether as an employee, contractor, vendor, owner, partner, investor or agent to the Customers of the Company, (iii) market or advertise the services or products of any other individual or entity to the Customers of the Company or (iv) interfere with or attempt to interfere with, whether or not for his/her own benefit, the services provided by the Company to its Customers.

Nothing in this Section shall be construed to prevent Employee from owning, as an investment, not more than 10% of a class of equity securities issued by any competitor of the Company or its affiliates and publicly traded and registered under applicable sections of the Securities Exchange Act of 1934.

1. NON-SOLICITATION COVENANT. For a period of three years after the effective date of this Agreement, Employee will not work for or do business, directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any person or entity that was a customer or client of Hudson Legal during the 24 month period prior to Employees separation from employment with Hudson Legal. Further, during Employees employment with Hudson Legal and for a period of three years after separation from Hudson Legal, Employee will not directly or indirectly employ, solicit, induce or attempt to induce any employee of Hudson Legal to terminate his or her employment with Hudson Legal.

2. CONFIDENTIALITY. As used in the Agreement, “**confidential information**” or “**proprietary information**” means any tangible and intangible non-public information in any form (including written information, oral statements, visual observations of the Company’s operations at its business premises, electronically stored data and electronically transmitted data) regarding the Company, its clients, or its business operations. Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any information that is confidential or proprietary to Hudson Legal or that Employee had access to only as an employee of Hudson Legal. Employee will protect such information and treat it as strictly confidential. The obligation of Employee not to disclose confidential or proprietary information shall continue after Employee’s employment with Company is terminated, for any reason. Immediately after the termination of the employment, Employee will return to Hudson Legal all Company’s information, including confidential or proprietary, in any format. This includes documents, emails, databases, contracts, spreadsheets, client information, records, notes, documentation and any other information or

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items that Employee had access to as an employee of Hudson Legal.

3. SEVERABILITY. The parties have attempted to limit this Agreement so that it applies only to the extent necessary to protect legitimate business and property interests of the parties. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

4. INJUNCTION. Employee acknowledges that great loss and irreparable damage would be suffered by the Company if Employee should breach or violate the terms of this Agreement because of the competitive nature of the industry and the special knowledge of the affairs and operations of the Company that Employee will gain through Employee's employment. If Employee breaches or threatens to breach any of the provision of this Agreement, the Parties agree that the Company would not have an adequate remedy at law and that, therefore, the Company will be entitled to a temporary restraining order without notice to employee and a permanent injunction to prevent a breach of any of the terms or provisions contained in this agreement. Therefore, upon any actual or impending violation of this Agreement, the Company shall be entitled to the issuance of a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining such violation by Employee or any other entity or person acting alone or in concert with Employee. Such remedy will be additional to and not in limitation of any other remedy which may otherwise be available to the Company. Employee agrees that Employee's liability in any proceeding accruing from the breach of this Agreement will include not only the monetary proceeding commenced in breach of this Agreement, but also all other damages, costs, and expenses sustained by the Company on account of such action, including, without limitation, attorney fees, all other costs, expenses, and lost profits. The Company shall also have the right to require Employee to render an accounting to pay over to the Company all compensation including profits derived or received by Employee as a result of breaching this Agreement and Employee agrees to account for and pay over such compensation and profits. Employee further agrees that the Company will be entitled to immediate (i.e., without prior notice) preliminary and final injunctive relief to enjoin and restrain Employee from performing any prohibitive actions described in this Agreement, in addition to any other remedy provided by law or this Agreement, including the recovery of compensatory and punitive damages from Employee.

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5. ENFORCEMENT COSTS. The Company shall be entitled to its costs, actual attorney fees and any other expenses and damages incurred to enforce or prevent a violation of this Agreement. Company shall also be entitled to recover costs or expenses incurred by Company in retrieving any Company provided equipment or information.

6. REMEDIES CUMULATIVE. All rights and remedies conferred upon by the Parties to this Agreement or by law, in equity, or other rights and remedies arising under other or subsequent agreements between the Parties will be cumulative of each other and neither the exercise nor the partial exercise nor the failure to exercise any such right or remedy will preclude the later exercise of such right or remedy or the exercise of any other right or remedy.

7. NO WAIVER. The waiver of any provision of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent performance or breach of the same or other provision of this Agreement.

8. EXTENDING THE RESTRICTION PERIOD. The Parties agree that the running of the period during which the non-compete restrictions set forth in this Agreement apply will be tolled during the continuance of any breach or violation by Employee of his/her covenants and agreements contained in this Agreement, and the period will be extended by the length of time during which any such breach or violation continues.

9. ASSIGNABILITY. This Agreement, and any and all rights and obligations hereunder, are freely assignable by the Company without the consent of Employee. Employee cannot assign or delegate any covenant, right, remedy, or obligations under this Agreement without Company's prior written approval.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

11. GOVERNING LAW. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of Michigan with no regard to conflict of any applicable conflict of law principles. The Parties agree that any dispute arising between the parties, including any dispute concerning the interpretation, validity, enforceability, or exercise of any remedies from an alleged breach of the Agreement must be adjudicated in the county where the Company's principal executive office is located at the time of the dispute, or the

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applicable district or division of a federal court having venue for disputes in that same county and Employee stipulates and agrees to submit to the personal jurisdiction of the Michigan state or federal courts located in the county identified in this paragraph. Employee also waives any claim that the state or federal court located in such county are not a convenient forum or the proper venue for any such suit, action, or proceeding.

12. NON-DISPARAGEMENT. Employee agrees that employee will not, at any time, publish, post, and/or make any comments about the Company that are, or could be interpreted to be, disparaging, derogatory or that will paint the Company in a negative light. Specifically, Employee agrees, among other things, that employee will not publish, post and/or make any disparaging, derogatory or negative comments about Company officers, directors, owners, employees, products, policies, practices and office culture and office environment. If employee breaches the commitments contained in this Section, employee will be liable to the Company for any resulting harm and legal costs incurred.

13. ENTIRE AGREEMENT; AMENDMENTS. This is the entire Agreement between Employee and Company and it supersedes all prior discussions and agreements between the Employee and the Company concerning the matters contained in this Agreement and constitutes the sole and entire agreement between the Employee and the Company. No amendment or modification of this Agreement or of any covenant will be valid unless evidenced by a writing signed by Employee and an authorized representative of the Company.

14. PUBLIC STATEMENTS. Employee understands that Company is a full-service immigration professional services firm, and that Company has business interests in ensuring that its employees are not making public statements that could be attributed to the Company itself or could cause potential conflicts for the Company. Accordingly, Employee understands and agrees that Employee cannot, without prior written permission of the Company, make or publish, whether oral or written, any public statements related to immigration law or immigration issues that are related to the legal services performed by the Company or its employees. For purposes of this provision, Employee acknowledges that making or publishing any oral or written public statements includes any statements made to any reporters or news outlets, any blog posts, any articles written by Employee, whether written anonymously or attributed to Employee, any posts or commentary on social media websites, or any other public statement that could reasonably be attributed to the Company.

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Your Agreement to Accept the Terms of the Employment Agreement

By signing below, your signature represents that you: (i) Have read all of the preceding terms of this Agreement; (ii) Have had an opportunity to consult with legal counsel of your own choosing or have chosen not to do so; (iii) Have relied fully and completely on your own judgment or advice of your own attorneys in executing this Agreement; (iv) Are legally competent and authorized to execute this Agreement.

PROTECTED PARTY:

Hudson Legal



By: _____

Shiyue Chen

Human Resources Associate

EMPLOYEE:



Joshua Sturman

Dated: _____

5/31/19

EXHIBIT 2

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – LAW DIVISION**

HUDSON INSTITUTE OF PROCESS)	
RESEARCH, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2022 L 006829
)	
ABIGAIL SCHULTZ and JOSHUA STURMAN,)	
)	
Defendants.)	

AFFIDAVIT OF JOSHUA STURMAN

Joshua Sturman, after being duly placed under oath, deposes, and states that if called as a witness in this matter, he would testify to the following matters based on his own personal knowledge:

1. I am over 18 years of age and am competent to testify to the following in a court of law.
2. Between July 2019 and late October 2021, I was employed a business that I shall refer to in this affidavit as “Hudson.” While working for this entity, I received paychecks from HIPR Pacsoft Technologies, Inc. However, I also received a handbook and contracts from Hudson Legal Group, P.C. and at various times, it referred to itself as North American Immigration Law Group.
3. Hudson is an immigration law firm that specializes in procuring EB-1, EB-2 and O-1 visas for non-citizen “priority workers” such as outstanding professors or researchers or “second preference” workers holding advanced degrees.

4. During the entirety of my employment with Hudson, I was a resident of the Commonwealth of Pennsylvania and worked from Hudson's Pittsburgh, Pennsylvania office.

5. I was initially hired as a legal writing specialist. During my tenure, I was promoted to the position of RFE Legal Writing Specialist. In these roles, I prepared initial petitions to the United States Citizenship and Immigration Service (USCIS), responses to USCIS challenges to petitions and similar forms and documents.

6. During my employment, and especially after the start of the COVID-19 epidemic, I primarily worked remotely utilizing my own personal laptop computer.

7. I am aware that in paragraph 17 of its Complaint in this matter, Hudson refers to a so-called "Legal Notice." During my tenure, Hudson stored its work documents in two online repositories located in CMS and Google Drive. The referenced alert only appeared on CMS, not Google Drive. Moreover, the alert expressly contemplated that employees would download the documents to a personal computer as part of their work assignments.

8. In spring 2020, I began discussing the formation of a union with coworkers because we were being overworked. Approximately a month or six weeks after these initial discussions, I contacted the United Electrical, Radio & Machine Workers of America (United Electrical) to express interest in it representing Hudson workers. I was a founding member of the Hudson Legal Organizing Committee.

9. Beginning in spring 2021, I began soliciting employee to sign authorization cards indicating their wish for United Electrical to serve as their representative. My work primarily involved communicating with employees over the telephone.

10. In July 2021, I was named as a member of the Hudson Legal Organizing Committee on United Electrical's voluntary recognition demand to Hudson. Then, on July 22, 2021, I sent a copy of United Electrical's recognition petition to the National Labor Relations Board (NLRB) to Hudson's president and its payroll inquiries account.

11. In September 2021, I testified before the NLRB as part of an election hearing concerning Hudson and United Electrical. Members of Hudson's management were present during my testimony.

12. Later in September 2021, I discovered that Hudson was not paying bonuses within the legally required time frame, was not properly computing overtime compensation and was also misclassifying several W2 employees as 1099 contractors. I notified the United States Department of Labor's Philadelphia office (after I was unable to get in contact with its Pittsburgh office) and notified it about these practices of Hudson. It is my understanding that the Department of Labor served Hudson notice of this complaint on October 14, 2021.

13. On October 12, 2021, I filed a discrimination claim against Hudson with the City of Pittsburgh Commission on Human Relations based on actions Hudson had taken against me based on my religion and my disability.

14. On October 18, 2021, I was entirely locked out from access to Hudson's emails and servers. On the following day, Hudson stated that I had been placed on administrative leave, supposedly for excessively downloading documents. Hudson did not provide an opportunity for me to explain what had occurred.

15. On October 29, 2021, I was terminated.

16. Since my discharge, I have been heavily and publicly involved in pursuing a number of unfair labor practice complaints against Hudson before the NLRB, both relating to my termination and Hudson’s recalcitrance in recognizing United Electrical as the representative of Hudson’s employees.

17. On or about July 28, 2022, the NLRB advised that United Electrical had been elected to serve as the bargaining representative for Hudson employees.

18. Hudson filed this lawsuit against Abigail Schultz and me on August 2, 2022.

FURTHER AFFIANT SAYETH NAUGHT

Joshua Sturman
Joshua Sturman (Jan 20, 2023 11:07 PST)

Joshua Sturman

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this affidavit are true and correct, except as to matters stated therein to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Jan 20, 2023

Date

Joshua Sturman
Joshua Sturman (Jan 20, 2023 11:07 PST)

Joshua Sturman