

CV-02-0191966-S

	:	SUPERIOR COURT
	:	
FRODE JENSEN,	:	JUDICIAL DISTRICT
	:	
Plaintiff,	:	OF STAMFORD-NORWALK
	:	
v.	:	
	:	
PILLSBURY WINTHROP LLP, MARY CRANSTON,	:	October 14, 2002
JOHN F. PRITCHARD, MARINA H. PARK, and	:	
JOHN or JANE DOES 1 THROUGH 5,	:	
	:	
Defendants.	:	

**AMENDED COMPLAINT**

Plaintiff Frode Jensen (“Jensen”), by and through his undersigned attorneys, for his complaint alleges as follows:

**NATURE OF THE ACTION**

- a. This action seeks redress for character and commercial assassination of a disgraceful and repugnant sort. It was committed not by some scandal sheet hack or other modern day form of yellow journalist, but rather by the managing members of an erstwhile “white shoe” law firm against one of its former leading senior partners. Shortly after Plaintiff Frode Jensen (“Jensen”) withdrew from his law firm partnership at Defendant Pillsbury Winthrop LLP (“Pillsbury”) on August 31, 2002 and accepted a partnership at a competing law firm, Latham & Watkins LLP (“Latham”), the named defendants -- all of whom are members of Pillsbury’s senior management -- conspired amongst themselves and with certain of their

outside advisors, including on information and belief, headhunters, to undermine and destroy Jensen's partnership at Latham. As part of a mean spirited and lawless public attack on Jensen, defendants on and after September 4, 2002 (i) issued and widely publicized a written statement (the "September 4 Release") which impugns Jensen's integrity, professionalism, and competence, and falsely accuses him of sexual harassment, (ii) made other similar defamatory comments about Jensen to various media which were widely disseminated, and (iii) placed an unsolicited telephone call to Latham and spoke directly to the head of its New York office and the head of its New York corporate department for the sole and express purpose of disparaging Jensen and undermining and destroying his Latham partnership. As a result of defendants' misconduct, Jensen was obliged to withdraw from his Latham partnership, which was scheduled to commence on October 1, 2002. In addition to losing the benefits of joining Latham, including a compensation level well in excess of Pillsbury's, Jensen has suffered other substantial injury to his reputation and financial condition, and his ability to find employment has been substantially impaired.

2. Defendant Pillsbury is facing serious financial and competitive challenges, arising from events occurring both before and after the January 2001 merger between San Francisco-based Pillsbury, Madison & Sutro, and New York-based Winthrop Stimson Putnam & Roberts ("Winthrop"). There have been major upheavals at the firm since the merger. Numerous offices of both predecessor firms have been closed and/or relocated, and more than seventy of the partners

who were members of the firm at or immediately prior to the time of the merger have resigned or otherwise left the Pillsbury partnership. As described herein, Pillsbury feared that the decision by Jensen, one of the leading partners in the firm, who served on Pillsbury's Managing Board and co-chaired its mergers and acquisitions ("M&A") practice, to join Latham -- which recently had hired two other lateral partners from Pillsbury -- would seriously threaten Pillsbury's recruitment efforts. In fact, Pillsbury's senior management has identified the hiring of substantial numbers of lateral partners as an important element in increasing Pillsbury's profitability. Faced with the high profile departure of Jensen, and the public perception of Jensen's move as a "coup" for Latham, and encouraged by third-party advisors -- on information and belief, so called headhunters -- Pillsbury became desperately concerned about the likely negative consequences of that departure on the firm's own ability to attract laterals, and reacted in a malicious and unlawful manner.

3. As disturbingly, aside from the culpable malignancy occasioned by Pillsbury's attack on Jensen, Pillsbury breached its oral and written contractual obligations not to disparage him after he withdrew from the Pillsbury partnership.

4. Jensen does not bring this action lightly against his former partners. However, his efforts to reach a fair resolution have been unavailing. Accordingly, he has little choice but to proceed in this court to vindicate his rights. Similarly, Jensen has carefully considered the Pillsbury Agreement of Partnership (the "Partnership Agreement") which contains provisions providing for the private arbitration of partnership disputes in particular circumstances, and has determined that the egregious conduct of Pillsbury at issue herein is not amenable to arbitration because, among other reasons, (i) Pillsbury has forfeited any entitlement it may have had to private arbitration by reason of its highly public efforts to disparage Jensen, and by its own efforts to

obtain the broadest possible public dissemination of its defamatory statements, which resulted in publication not only in the United States, but in Europe and Asia, (ii) Pillsbury's misconduct arose after Jensen withdrew from the Pillsbury partnership and was voted into the Latham partnership, and thus falls outside the scope of the Partnership Agreement, (iii) the private arbitration provision of the Partnership Agreement does not apply to the claims described herein involving conduct directed at third-parties, nor by its plain language to Jensen's claims herein sounding in contract, and (iv) the Defendants John or Jane Does 1 through 5, who conspired with the named defendants to defame Jensen and undermine his Latham partnership, are not parties to the Partnership Agreement, and thus this court is the most efficient forum to provide Jensen with the complete relief to which he is entitled against all defendants.

### **PARTIES**

5. Jensen is a resident of the State of Connecticut, and has spent most of his professional career practicing law in Connecticut. He is a member of the bar of the State of Connecticut, and of the bar of New York State.

6. Defendant Pillsbury Winthrop LLP ("Pillsbury") is a limited liability partnership created under the laws of the State of Delaware with places of business in, among other places, the States of Connecticut, New York and California.

7. On information and belief, Defendant Mary Cranston ("Cranston") is a resident of the State of California and a member of Pillsbury, and serves as Pillsbury's Chair.

8. On information and belief, Defendant John F. Pritchard ("Pritchard") is a resident of the State of New York and a member of Pillsbury, and serves as Pillsbury's Vice-Chair.

9. On information and belief, Defendant Marina H. Park ("Park") is a resident of the State of California and a member of Pillsbury, and serves as Pillsbury's Managing Partner.

10. On information and belief, John or Jane Does 1 through 5 are outside advisors of defendants, including a headhunting firm and its principal, who conspired with defendants to cause injury to Jensen.

## **JENSEN'S BACKGROUND**

11. Jensen joined Winthrop, Pillsbury's predecessor firm, in 1988 as a partner. He soon became one of Winthrop's (and then Pillsbury's) most productive and successful partners, focusing his efforts in the area of M&A. During the period 1988 through 2001 his annual billings for the firm grew from approximately \$1 million to a peak of approximately \$10 million, and have averaged in excess of \$5 million for the past six years. During several of those years his billings were the highest of any Winthrop partner in the firm.

12. Throughout his professional career and until the events described in this complaint, Jensen's reputation in the legal field -- and as well in the communities of his clients -- for professionalism, competence and integrity was of the highest order.

13. As a result of the high regard in which he was held by his partners, in 1998 Jensen was asked to join Winthrop's eight-partner Strategic Planning Committee, which was formed to seek a merger for the firm, and in 1999 he was elected to Winthrop's six-member Management Committee. During 1999 and 2000, as a reflection of his leadership position within Winthrop, Jensen took a central role in the negotiations which led to the merger of Winthrop with Pillsbury Madison & Sutro during 2000. Upon completion of the merger on January 1, 2001, Jensen became one of four "legacy" Winthrop partners elected to a three year term on Pillsbury Winthrop's eleven-member Managing Board, and was named a co-head of the firm's international M&A practice.

14. Prior to joining Winthrop, Jensen was a member of the firm of Cummings & Lockwood, which he joined in 1983 and was elected partner in 1985. He also was a highly regarded associate at the firm of Davis Polk & Wardwell between 1978 and 1983. He graduated

from Columbia Law School in 1976, where he was named a Stone Scholar, one of Columbia Law School's most prestigious academic honors. Following his graduation from law school, he studied European legal systems and received his Diplôme en Droit Comparé, Ier Cycle avec "mention bien", from the Faculté Internationale pour l'Enseignement du Droit Compare, Strasbourg. After completing his academic legal education, he was selected to serve a one-year clerkship by the Honorable Edwin D. Steel in the United States District Court for the District of Delaware.

### **JENSEN'S DECISION TO LEAVE PILLSBURY**

15. Despite Jensen's prominent position within Pillsbury and his election to its Managing Board, and his role as one of the most productive "legacy" Winthrop partners, after the Pillsbury/Winthrop merger Jensen grew dissatisfied with the direction of the firm set by Pillsbury's senior management. In particular, he had serious concerns about the relentless, and, in his view, unrealistic focus of senior management at Pillsbury on achieving American Lawyer 100 "first quartile profitability", and the elevation within the firm of that goal over the goals of professional excellence and successfully serving the firm's clients. Moreover, the firm faced serious financial challenges, and upheaval in personnel. A comparison of the firm's partner list as of January 1, 2001 with its current partner list shows that over the last one and one-half years approximately 70 partners who were present at the time of the merger have left the partnership – an extraordinarily high turnover. In addition, Jensen also became disappointed by Pillsbury's failure to appreciate the contributions of Pillsbury's Stamford office, where Jensen worked, which office had generated significant profits for Pillsbury and was responsible for many of the major corporate deals done by Winthrop in the 1990s. Jensen also was disappointed by the firm's widespread morale problems, particularly amongst the firm's associates, due to decisions

to lay off associates, due to incomplete or misleading statements made by Pillsbury's senior management to the firm's lawyers, as well as due to the firm's management style.

16. For these and other reasons, in the winter of 2001-2002 Jensen decided to leave Pillsbury and seek employment at another law firm. Thereafter, in August 2002, Jensen was offered a partnership with Latham at a minimum compensation of approximately \$1,050,000 a year, which was significantly higher compensation than that provided by Pillsbury. Jensen anticipated that his M&A practice would substantially benefit from the fact that Latham had an international partnership and corporate client base substantially larger and more diverse than Pillsbury. Jensen believed that the corporate department at Latham was more experienced and had greater depth than that of Pillsbury, and that Latham, therefore, was in a position to provide Jensen with support and expertise that was unavailable to him at Pillsbury which would create an opportunity to significantly build his practice and client base.

17. Jensen then notified Pillsbury that he was withdrawing from Pillsbury's partnership, and that he had accepted a partnership offer from Latham that was scheduled to commence on October 1, 2002. He formally withdrew from the Pillsbury Partnership on August 31, 2002, and joined Latham after meeting with about one hundred partners at Latham.

18. Jensen went out of his way to try to handle his withdrawal from Pillsbury in a professional and amicable manner. In this regard, before publicly announcing his withdrawal from Pillsbury and his partnership at Latham, he entered into discussions with Pritchard, and voluntarily shared with Pritchard a copy of Latham's proposed press release announcing his hiring. As an accommodation to Pillsbury and to Pritchard, Jensen agreed to delete a reference in the Latham press release to Jensen's having been a member of the Pillsbury Managing Board, although the reference was absolutely true. Pritchard and Jensen subsequently acknowledged

agreement between them regarding the terms of Jensen's withdrawal and the language of the Latham press release. Pritchard specifically promised Jensen that his withdrawal would not be the subject of a negative or "defensive" press statement by Pillsbury, and it was agreed and understood that there would be mutual non-disparagement.

19. Pritchard then sent an e-mail to Jensen stating "we're done": that the terms of his withdrawal, including the terms of the public announcement, were agreed. Also, on or about August 30, 2002, Pritchard left a voice-mail message on Jensen's telephone wishing him well in his new endeavor. After Jensen's formal withdrawal from Pillsbury, Latham, on or about September 3, 2002, issued its press release, consistent with the form approved by Pritchard. That release contains a straightforward recitation of Jensen's joining Latham and of his background, in a manner typical for such announcements.

### **PILLSBURY'S CONDUCT**

20. Despite Jensen's efforts to withdraw from Pillsbury in a professional and amicable manner, and despite his understanding with Pritchard, on or about September 4, 2002 Cranston, acting on behalf of Pillsbury, issued the September 4 Release, an unprecedented and extraordinarily damaging public statement, which contains numerous material misstatements of fact, and which also violates the Partnership Agreement and defendants' fiduciary duties to Jensen as a former partner, as well as a certain confidentiality agreement entered into between Pillsbury, Jensen and a third-party, described herein. (A copy of the September 4 Release is annexed hereto as Exhibit A.)

21. Further, on or about September 4, Defendant Park, Pillsbury's Managing Partner, placed an unsolicited call to two members of the Latham partnership, David Gordon ("Gordon"), the managing partner of the New York office, and Kirk Davenport ("Davenport"), the head of the

office's corporate department. During that call, Park read to them the substance of the defamatory September 4 Release for the sole purpose of interfering with and undermining Jensen's partnership at Latham. On information and belief, during that telephone call Park acknowledged the wrongful and unprofessional nature of her conduct by prefacing her remarks to the Latham partners with, among other things, the phrase "I hate doing this."

22. Even after the issuance of the September 4 Release, and Ms. Park's unsolicited call to Latham, Defendants Cranston and Park continued to attack Jensen publicly. Among other media, Cranston told the Connecticut Law Tribune that Pillsbury dragged Jensen "through the mud", and Park -- acknowledging the vicious and defamatory nature of her conduct -- stated to Knight Ridder/Tribune Business News and the New York Times that Pillsbury's "press release is out there and makes the point we wanted to make."

23. The defamatory statements made by defendants as described herein have been widely publicized and discussed -- not only in Connecticut where Jensen lives -- but nationally and internationally. In particular, the statements made by defendants have been widely circulated throughout the legal and business community, including, on information and belief, among existing and potential clients of Jensen, and have been publicized and reported on in numerous media outlets.

24. Particularly revealing, however, is that Pillsbury's conduct appears to have been motivated in part by the advice of a legal headhunter consulted by Pillsbury. On information and belief, on or about September 3, 2002, certain of the defendants consulted with a legal headhunter regarding Jensen's withdrawal and Latham's September 3 press release.

25. On information and belief, the headhunter advised defendants that Jensen's departure to Latham would be viewed in the legal community as a serious blow to Pillsbury, and

that it would make it difficult for Pillsbury to recruit lateral partners from other law firms in the future, and that Pillsbury had to take some action to counter the consequences to Pillsbury of Jensen's departure. Defendant Park partially confirmed this set of events in an interview reported in "law.com Connecticut" on September 19, 2002 during which Park acknowledged that "Pillsbury also had received third-party feedback that perception of Jensen's departure could hurt the firm's ability to attract lateral partners."

26. It is plain that defendants feared that Jensen's move to Latham would impair Pillsbury's ability to attract lateral partners. Although Pillsbury throughout 2001 and 2002 identified the hiring of lateral partners as a key initiative for improving the firm's profitability, including in a study of the firm conducted by McKinsey & Co., Inc., it has experienced little, if any, success in this regard. When Jensen's departure was publicly received as a "coup" for Latham, Pillsbury lashed out in an unlawful and desperate manner because its senior management feared that Jensen's departure would make it even more difficult to attract lateral partners to the firm and, perhaps, serve to encourage other partners to leave.

27. Among the most vicious and false statements in the September 4 Release is Defendant Cranston's reference to allegations of sexual harassment against Jensen. These allegations are untrue in their entirety.

28. In disclosing the existence of the above-referenced allegations of sexual harassment, Pillsbury also knowingly violated a confidentiality provision contained in an agreement entered into between Pillsbury, Jensen and a third-party dated December 10, 2001 entitled "Separation Agreement, General Release of Claims and Covenant Not to Sue" (the "Separation Agreement"). The confidentiality provision in the Separation Agreement -- which Agreement Pritchard described to Jensen as a nuisance settlement -- plainly bars the publication of

the information contained in defendants' public statements. That confidentiality provision states in relevant part that Pillsbury "...agrees to keep all information which it has concerning the Potential Claims and the terms of this Separation Agreement, as well as the terms of and the reason for your [third-party's] departure, confidential..." (emphasis added). Furthermore, at the time that the Separation Agreement was entered into, Pritchard – in direct contradiction of the September 4 Release – had told Jensen that no determination had been made by Pillsbury that Jensen engaged in sexual harassment. Indeed, any common sense evaluation of the "allegations" would necessarily conclude that nothing like harassment ever took place.

29. There are presently partners of Pillsbury who in the recent past have been charged with sexual harassment, which charges – unlike the false charges against Jensen – were founded, and which were settled by agreements that included confidentiality provisions that have been honored by Pillsbury. It is thus apparent that the only purpose of the public disclosure by Pillsbury regarding the unfounded allegations against Jensen was to destroy his relationship with Latham.

30. The September 4 Release further maliciously and falsely attacks Jensen's competence and professionalism as an attorney, falsely accuses Jensen of lacking in "respect and integrity", and of being unproductive.

31. As a consequence of Pillsbury's misconduct, Jensen on or about September 15, 2002, was obliged to withdraw his acceptance of a partnership with Latham, and his employment prospects have been substantially impaired, and his reputation has been grievously and falsely injured.

## CAUSES OF ACTION

### COUNT ONE (Conspiracy – against all defendants)

32. Plaintiff repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

33. On or about September 4, 2002 defendants, together with John or Jane Does 1 through 5, including on information and belief a headhunting firm that encouraged and advised defendants, conspired together in person, by telephone and, on information and belief, by e-mail and other writings for the purpose of unlawfully defaming Jensen and interfering with his partnership contract at Latham.

34. In furtherance of that conspiracy, (i) Defendant Cranston issued the false and defamatory September 4 Release and caused it to be broadly disseminated amongst the legal and business community, and to the public generally, (ii) Defendant Park placed an unsolicited telephone call to Gordon and Davenport at Latham and read them the substance of the September 4 Release for the sole purpose of undermining Jensen's partnership at Latham, (iii) Defendant Cranston stated publicly that Pillsbury "dragged [Jensen] through the mud", and (iv) on information and belief, Defendants John or Jane Does 1-5 encouraged Pillsbury's misconduct by advising Pillsbury that a failure to disparage Jensen would make Pillsbury's lateral partner acquisitions even more difficult. Defendant Park acknowledged and admitted the defendants' conspiracy by stating publicly that the September 4 Release "is out there and makes the point we [defendants] wanted to make."

35. By reason of the foregoing, the defendants are jointly and severally liable for conspiring to defame Jensen and to interfere with and destroy his partnership at Latham, in an amount not less than \$15 million, the exact amount to be proven at trial.

36. Because of the willful, wanton and intentional nature of defendants' conduct, they also are liable for punitive damages in an amount to be determined at trial.

**COUNT TWO**  
**(Interference with Contract – against all defendants)**

37. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

38. In or about August 2002 Jensen contracted to join the Latham partnership for a compensation of a minimum estimated amount of \$1,050,000 annually.

39. Each of the defendants was given notice of Jensen's acceptance of the Latham partnership.

40. On or about September 4, 2002, defendants sought to interfere with and destroy Jensen's partnership with Latham by, among other things, (i) Cranston's issuing the defamatory September 4 Release, and defendants causing that release to be broadly disseminated to the public, (ii) Park's placing of an unsolicited telephone call to Gordon and Davenport at Latham for the purpose of undermining Jensen's partnership at Latham, (iii) Defendants Cranston's and Park's continuing efforts to attack and defame Jensen in the media after the issuance of the September 4 Release and Park's telephone call to Latham., and (iv) on information and belief, Defendants John or Jane Does 1-5 encouraging Pillsbury's misconduct by advising Pillsbury that

a failure to disparage Jensen would make Pillsbury's lateral partner acquisition even more difficult.

41. As a result of these unlawful acts by defendants, Jensen was required to withdraw from the Latham partnership.

42. By reason of the foregoing, defendants are jointly and severally liable for interfering with Jensen's contract to join the Latham partnership in an amount not less than \$15 million, the exact amount to be proven at trial.

43. Because of the willful, wanton and intentional nature of defendants' conduct, they also are liable for punitive damages in an amount to be determined at trial.

**COUNT THREE**  
**(Interference with Business Relations – against all defendants)**

44. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

45. In or about August 2002 Jensen was offered and accepted a partnership with Latham to commence October 1, 2002, and agreed to compensation of a minimum of \$1,050,000 per year.

46. Each of the defendants was given notice of Jensen's acceptance of the Latham partnership.

47. On or about September 4, 2002, defendants sought to interfere with and destroy Jensen's business relations with Latham by (i) Cranston's issuing the defamatory September 4 Release and defendants causing it to be broadly disseminated broadly disseminated to the public, (ii) Park's placing an unsolicited telephone call to Gordon and Davenport at Latham to read them the substance of the September 4 Release for the purpose of undermining Jensen's partnership at Latham, (iii) Cranston's and Park's continuing efforts to attack and defame Jensen in the media after the issuance of the September 4 Release and Park's telephone call to Latham, and (iv) on information and belief, Defendants John or Jane Does 1-5 encouraging Pillsbury's misconduct by advising Pillsbury that a failure to disparage Jensen would make Pillsbury's lateral partner acquisitions even more difficult.

48. By reason of the foregoing, defendants are jointly and severally liable for interfering with Jensen's business relations in an amount not less than \$15 million, the exact amount to be determined at trial.

49. Because of the willful, wanton and intentional nature of defendants' conduct, they also are liable for punitive damages in an amount to be determined at trial.

**COUNT FOUR**  
**(Violations of Conn. Unfair Trade Practices – against all defendants)**

50. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

51. Defendants together committed an unfair trade practice under the Connecticut Unfair Trade Practices Act, Conn. Gen. Statutes §§ 42-110a *et seq.*, by conspiring to defame Jensen, and by undermining and destroying Jensen's partnership at Latham. In furtherance of

said unlawful conduct, defendants, among other things, engaged in the following acts: (i) Cranston issued the defamatory September 4 Release, and defendants caused it to be broadly disseminated to the public, (ii) Park telephoned Gordon and Davenport at Latham and read them the substance of the September 4 Release for the purpose of interfering and undermining Jensen's partnership at Latham, (iii) Defendants Cranston and Park continued their efforts to attack and defame Jensen in the media after the issuance of the September 4 Release, including Cranston's statement that Pillsbury had "dragged [Jensen] through the mud", and Park's statement and acknowledgment that the September 4 Release "is out there and makes the point we wanted to make", and (iv) on information and belief, Defendants John or Jane Does 1-5 encouraged Pillsbury's misconduct by advising Pillsbury that a failure to disparage Jensen would make Pillsbury's lateral partner acquisitions even more difficult.

52. As a result of defendants' conduct, Jensen's personal and professional reputation has been grievously damaged, he was obliged to withdraw from the Latham partnership, and his prospects for future employment have been substantially impaired.

53. By reason of the foregoing, the defendants are jointly and severally liable for violations of the Connecticut Unfair Trade Practices Act in an amount not less than \$15 million, the exact amount to be proven at trial, and for attorneys' fees as provided by said Act.

54. Because of the willful, wanton and intentional nature of defendants' conduct, they also are liable for punitive damages in an amount to be determined at trial.

## COUNT FIVE

### **(Defamation *per se*, Defamation – against all defendants)**

55. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

56. On or about September 3, 2002 defendants together with John or Jane Does 1 through 5 acted to defame Jensen by, among other things, disparaging his skill and integrity as an attorney.

57. As part of their effort to defame Jensen, defendants made the following writings and statements: (i) Cranston issued the September 4 Release (annexed as Exhibit A) which falsely disparages Jensen's integrity and his skills as an attorney, and falsely accuses Jensen of engaging in sexual harassment, and caused that Release to be broadly disseminated to the public through numerous media that Jensen presently is identifying, in addition to those set forth herein, (ii) Defendant Park telephoned Gordon and Davenport at Latham and read them the substance of the September 4 Release, (iii) Defendant Cranston publicly stated that Pillsbury "dragged [Jensen] through the mud", and (iv) on information and belief, Defendants John or Jane Does 1-5 encouraged Pillsbury's misconduct by advising Pillsbury that a failure to disparage Jensen would make Pillsbury's lateral partner acquisitions even more difficult. Defendant Park acknowledged and admitted that defendants intended to defame Jensen by stating publicly that the September 4 Release "is out there and makes the point we wanted to make."

58. The September 4 Release, and the other statements listed above and described throughout this pleading are false and were known, or should have been known, by defendants to be false. Defendants were not privileged to publish those statements, and the statements

unlawfully disparage Jensen's skill and integrity as a lawyer, and his ability to function productively as a lawyer, and are calculated to cause injury to Jensen in his profession.

59. As a result of defendants' defamatory statements, Jensen was obliged to withdraw from his partnership at Latham.

60. By reason of the foregoing, the defendants are jointly and severally liable for defamation *per se* and defamation, in an amount not less than \$15 million, the exact amount to be proven at trial.

61. Because of the willful, wanton and intentional nature of defendants' conduct, they also are liable for punitive damages in an amount to be determined at trial.

**COUNT SIX**  
**(Injurious Falsehood – against all defendants)**

62. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

63. On or about September 3, 2002 defendants together with John or Jane Does 1 through 5 acted to publish injurious falsehoods about Jensen by, among other things, disparaging his skill and integrity as an attorney.

64. As part of their effort to publish injurious falsehood about Jensen, defendants made the following writings and statements: (i) Cranston issued the September 4 Release which falsely disparages Jensen's integrity and his skills as an attorney, and falsely accuses Jensen of engaging in sexual harassment, and caused that release to be broadly disseminated to the public

through numerous media that Jensen presently is identifying, in addition to those set forth herein, (ii) Defendant Park telephoned Gordon and Davenport at Latham and read them the substance of the September 4 Release, (iii) Defendant Cranston told the media that Pillsbury “dragged [Jensen] through the mud”, and (iv) on information and belief, Defendants John or Jane Does 1-5 encouraged Pillsbury’s misconduct by advising Pillsbury that a failure to disparage Jensen would make Pillsbury’s lateral partner acquisitions even more difficult. Defendant Park acknowledged and admitted that defendants intended to injure Jensen by stating publicly that the September 4 Release “is out there and makes the point we wanted to make.”

65. The September 4 Release, and the other statements listed above and described in this pleading are false and were known, or should have been known by defendants to be false. Defendants were not privileged to publish those statements, and the statements unlawfully disparage Jensen’s skill and integrity as a lawyer, and his ability to function productively as a lawyer, and are calculated to cause injury to Jensen in his profession.

66. As a result of defendants’ publication of injurious falsehoods, Jensen was obliged to withdraw from his partnership at Latham.

67. By reason of the foregoing, the defendants are jointly and severally liable for injurious falsehood in an amount not less than \$15 million, the exact amount to be proven at trial.

68. Because of the willful, wanton and intentional nature of defendants’ conduct, they also are liable for punitive damages in an amount to be determined at trial.

**COUNT SEVEN**  
**(Breach of Contract – against defendant Pillsbury)**

69. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

70. On or about December 10, 2001, Jensen, Pillsbury and a third-party entered into the Separation Agreement. The Separation Agreement includes a broad confidentiality clause, which provides in part as follows:

“The Firm, including, without limitation, Jensen, agrees to keep all information which it has concerning the Potential Claims and the terms of this Separation Agreement, as well as the terms of and the reason for your departure, confidential, except as is necessary to administer this Separation Agreement and as required by law.”

71. Pillsbury breached the Separation Agreement by issuing the September 4 Release.

72. As a result of Pillsbury’s breach of contract, Jensen has suffered substantial direct and consequential damage, including, but not limited to, the loss of his partnership at Latham, the disparagement of his personal and professional reputation, and the severe impairment of his prospects for future employment.

73. By reason of the foregoing, Pillsbury is liable to Jensen for breach of contract in an amount of at least \$15 million, the exact amount to be proven at trial.

**COUNT EIGHT**  
**(Breach of Contract – against defendants Pillsbury and Pritchard)**

74. Jensen repeats and realleges paragraphs 1 through 31 as if fully set forth herein.

75. On or about August 30, 2002 Pritchard, on behalf of Pillsbury, entered into a contract with Jensen concerning the terms and conditions of his departure. Among other things, Pritchard specifically approved the terms of the Latham press release announcing Jensen's partnership, and committed to Jensen that Pillsbury would not make any negative or "defensive" public statements regarding Jensen's departure and agreed to the terms of a draft press release to be released by Latham.

76. On or about August 30, 2002, Pritchard, on behalf of Pillsbury, sent an e-mail to Jensen stating "we're done": that the terms of his withdrawal were agreed.

77. Consistent with his agreement with Pritchard, Jensen formally withdrew from Pillsbury on August 31, 2002, and on or about September 3, 2002, Latham issued its press release, as approved by Pritchard, announcing Jensen's joining Latham.

78. By issuing the September 4 Release, by calling Gordon and Davenport and reading them the substance of the September 4 Release, and by the other defamatory public statements made by defendants, Pillsbury and Pritchard breached the terms of their agreement with Jensen.

79. As a result of the breach of contract by Pillsbury and Pritchard, Jensen has suffered substantial direct and consequential damages, including, but not limited to, the loss of his partnership at Latham, the disparagement of his personal and professional reputation, and the severe impairment of his prospects for future employment.

80. By reason of the foregoing, Pillsbury and Pritchard are liable to Jensen in an amount of at least \$15 million, the exact amount to be proven at trial.

WHEREFORE, Plaintiff Jensen seeks damages in an amount of no less than \$15 million, the exact amount to be determined at trial, the fees and costs incurred in connection with this action, punitive damages in an amount of at least \$30 million, and such other and further relief as to the Court may be just and proper.

Dated: Stamford, Connecticut  
October 14, 2002

SHAPIRO & SIEGEL, P.C.

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