

Matthew D. Stockwell
PILLSBURY WINTHROP SHAW
PITTMAN LLP
31 West 52nd Street
New York, NY 10019
Tel: (212) 858-1000
Fax: (212) 858-1500
matthew.stockwell@pillsburylaw.com

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
FOR DISTRICT OF NEW JERSEY**

IQVIA INC.,

Plaintiff,

v.

VEEVA SYSTEMS, INC. and
PETER STARK

Defendants.

COMPLAINT

Case No. _____

Plaintiff IQVIA Inc.¹ (“IQVIA” or the “Company”), by and through its undersigned counsel, for its Complaint against Defendants Veeva Systems, Inc. (“Veeva”) and Peter Stark (“Stark”), alleges as follows:

¹ On October 3, 2016, IMS Health Holdings, Inc. and Quintiles Transnational Holdings Inc. merged, with the combined company renamed QuintilesIMS, Inc. On November 6, 2017, QuintilesIMS, Inc. changed its name to IQVIA Inc. For convenience, we use “IQVIA” or the “Company” to refer to all of these predecessor companies and company names.

PRELIMINARY STATEMENT

1. By this action, Plaintiff seeks injunctive relief and damages for Defendants' flagrant breach of, and tortious interference with, unambiguous non-competition, non-solicitation, and confidentiality obligations Defendant Stark owes his former employer, IQVIA.

2. Stark first assumed those obligations when his former company, Whitney, Danforth & Stark Associates, Inc. d/b/a Pursuit Solutions ("Pursuit"), was acquired by IQVIA in a 2016 deal that personally netted Stark a substantial pay day. Stark continued to be subject to these non-competition, non-solicitation, and confidentiality obligations as a condition of his continued, highly-compensated employment at IQVIA, coupled with his receipt of substantial stock awards.

3. As a key IQVIA executive, Stark has played a critical role at IQVIA, defining and leading the investments, strategy and resources of IQVIA's core marketing analytics business in the United States. He has, in particular, directed the design and future roadmap of IQVIA's primary marketing analytics tool, Omnichannel Navigator, specifically so as to compete directly with Defendant Veeva, in measuring and optimizing the hundreds of millions of dollars life science customers spend annually on direct-to-consumer advertising and promotional activities.

4. Stark has also worked closely with other IQVIA teams to include other marketing analytics capabilities in Omnichannel Navigator to address customer requirements relating to the billions of dollars IQVIA's life sciences customers spend on digital advertising and promotion to health care professionals – a capability IQVIA believes Veeva has likewise been wanting to add to its offerings.

5. In 2021, Stark was given the additional responsibility to lead a detailed assessment of IQVIA's U.S. commercial technology offerings. In this capacity, he collected trade secrets and other highly confidential information from dozens of IQVIA leaders and subject matter experts, gathering proprietary information relating to 20+ IQVIA applications and systems. He used this

information to identify competitive gaps and strengths, and to develop (with others) the commercial technology and services strategy needed to compete with Veeva's suite of competing offerings.

6. Stark also participated in efforts to review and analyze trade secrets and other highly confidential information gathered from IQVIA businesses around the world relating to IQVIA's global strategy to compete with Veeva's suite of competing commercial technology and services offerings.

7. In addition to the foregoing, Stark was also a key contact for a leading global life sciences customer, for which IQVIA and Veeva have been engaged in intense, head-to-head competition. IQVIA scored a major win in 2019 against Veeva at that customer, with Stark thereafter instrumental in building and expanding relationships at that significant customer, where the competition between IQVIA and Veeva remains intense.

8. Against this backdrop, it is little wonder Veeva pulled out all the stops to recruit Stark – in deliberate derogation of his non-competition, non-solicitation, and confidentiality obligations to IQVIA. The successful recruitment of Stark no doubt represents a potential game-changer for Veeva, no matter the legal barriers presented.

9. Undeterred by such legal barriers, Veeva has actually adopted a business model of recruiting its competitors' employees in key roles, summarily corrupting the hard work Veeva's competitors have already devoted to competitive issues. Veeva then files baseless preemptive lawsuits in California seeking to invalidate those employees' non-compete agreements. It does so irrespective of whether the recruited employee previously worked, or will be based, in California. Indeed, Stark himself is a long-time New Jersey resident who, upon information and belief, has no intention of relocating to California for Veeva.

10. Veeva secretly began its employment discussions with Stark, upon information and belief, in June 2021, within weeks of Stark's presentation to IQVIA executives about his findings and strategy recommendations for the foregoing IQVIA competitive initiatives. Meanwhile, Stark continued to actively participate in the highly confidential internal IQVIA discussions regarding commercial technology and services strategies, capabilities, functionality, and analytics for IQVIA's U.S. and global business units. He continued accessing vast amounts of IQVIA trade secrets and other highly confidential information relating to these IQVIA businesses – businesses that are in direct competition with Veeva.

11. Then, just as Stark's team at IQVIA prepared to launch Omnichannel Navigator in September 2021, Stark suddenly notified IQVIA he was terminating his employment with IQVIA and had accepted a senior position with Veeva, reporting directly to Veeva's CEO. In his new position at Veeva, Stark is now leading the development of Veeva's entire commercial services strategy. All of this is in deliberate breach of his non-competition obligations to IQVIA.

12. No doubt hoping to assuage IQVIA's obvious concerns, Stark assured IQVIA that his employment with Veeva would not start for four months, until January 3, 2022. Yet, upon information and belief, Stark actually began working for Veeva in October, is already commercially active with Veeva, and is guiding Veeva in the recruitment of other IQVIA employees.

13. Thus, even though IQVIA has paid Stark a small fortune, it is clear that he has sold out to a higher bidder, Veeva, threatening to deliver to that key IQVIA competitor a wealth of IQVIA trade secrets and other highly confidential information. Immediate injunctive relief to block the irreparable injury imminently threatened here is therefore now essential. Stark's deep access to IQVIA's highly confidential, commercially sensitive information and documents — including

its strategic plans, competitive intelligence, and investment plans — underscores the seriousness of the harm threatened, particularly when Stark himself authored many of those very documents.

14. If Veeva's brazen tactics are allowed, and Stark permitted to undeniably violate his non-competition obligations, the adverse consequences for IQVIA will be both devastating and irreversible. Indeed, it is at this point inconceivable that Stark will not share highly sensitive IQVIA information with Veeva, in plain violation of his confidentiality obligations.

15. Irreparable harm will also result here if Veeva and Stark are permitted to continue their tortious interference with Stark's non-solicitation obligations, contacting IQVIA's current clients and other members of Stark's former team.

16. Therefore, in order to preserve the status quo, and to prevent the deliberate destruction of one of IQVIA's core businesses, IQVIA now seeks temporary, preliminary and permanent relief:

- (a) enjoining Stark from (1) continuing employment with Veeva in violation of his non-competition obligations; (2) directly or indirectly soliciting IQVIA customers, prospective customers, employees, suppliers, or consultants in violation of his non-solicitation obligations; and (3) violating his confidentiality obligations; and
- (b) enjoining Veeva from (1) employing Stark within the one-year restrictive period under the CRCA; (2) tortiously interfering with Stark's obligation under the CRCA not to directly or indirectly solicit IQVIA employees, customers, prospective customers, suppliers, or consultants during the one-year restrictive period; (3) tortiously interfering with Stark's confidentiality obligations under the

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.