

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

FORCE PARTNERS, LLC,)	
)	
Plaintiff,)	Case No. 19 CV 7776
vs.)	
)	
KSA LIGHTING & CONTROLS, INC;)	Jury Demand
ACUITY BRANDS, INC., JIM WILLIAMS;)	
and ASHLEY WILLIAMS,)	
)	
Defendants.		

FIRST AMENDED COMPLAINT

Plaintiff Force Partners, LLC, by and through its undersigned counsel at Scharf Banks Marmor LLC alleges for its First Amended Complaint at Law as follows:

NATURE OF THE CASE

1. This case seeks redress for an ongoing and multifaceted conspiracy between Defendants KSA Lighting & Controls, Inc. (“KSA”) (a sales representative of lighting and control products), Acuity Brands, Inc. (“Acuity”) (for which KSA is the exclusive representative in the relevant market), KSA’s President Jim Williams, and KSA’s erstwhile Vice President of Distributor Solutions Ashley Williams (“Defendants”). The Defendants all participated in a conspiracy to coerce distributors of lighting and control products in the Northern Illinois/greater Chicagoland market (“Market”) to agree to boycott Plaintiff Force Partners, LLC (“Force Partners”) and force this competitor of KSA, and the brands it represents, out of the relevant Market. Defendants’ aim is clear: to foreclose competition and raise barriers to entry into the lighting and control products market. By so doing, Defendants will reduce consumer choice and raise prices – and margins – on Acuity products and the other brands KSA represents.

2. The relevant customers in this market are approximately 23 distributors who purchase lighting and control products both for commercial and industrial projects and for their own shelves to sell to end users. These distributors have reported a series of lies, threats, and coercions that led to the reluctant conclusion that distributors must agree with the demands of the Defendants or risk losing access to the brands controlled by Defendant KSA, including Acuity, which is the largest lighting manufacturer in North America.

3. Because of the market power of both KSA and Acuity, and their history of abusive tactics against those who would not bend to their will, distributors in fact entered into unwritten agreements with KSA and acceded to their demands.

4. KSA has engaged in abusive tactics for many years. KSA has punished distributors who would not agree to improper demands and has gone after and forced out at least one other competitor using the kinds of smears and threats it now is using against Force Partners. Put simply, KSA is in the habit of making “offers” distributors cannot refuse, and has done so in this case, forcing distributors into their hub and spoke conspiracy to monopolize the market, rig bids, and try to put a competitor out of business – all to the detriment of competition.

5. Plaintiff Force Partners is a relatively new entrant to the Market, but in the two years since its formation, it has made inroads into KSA’s dominant market share. Starting in August 2019, Force Partners began hearing troubling stories about secretive PowerPoint presentations made by Jim and Ashley Williams – and in at least one case by Acuity’s Senior Vice President of Sales John Mabbott – to approximately 23 distributors, who represent as much as 90% of Force Partners’ sales and are the most significant lighting and control product distributors for companies like KSA and Force Partners (and the brands they represent) in the

Market. These PowerPoint presentations, which were prepared by both KSA and Acuity, reportedly called on distributors to cease (or severely limit) doing business with Force Partners based on a lie: that Force Partners was making sales directly to down-stream users, cutting out distributors and denying them their margin on such sales. KSA also complained that Force Partners was affecting its margins – betraying the fact that it was seeking to restrain price competition by attacking its competitor.

6. Acuity fully was on board with KSA’s illegal activities and indeed was an active partner in the scheme. At an internal KSA sales meeting in late August or early September 2019 to roll out the scheme to KSA sales employees – after all or most of the distributor meetings had taken place – Jim Williams stated that Vernon Nagel, the then-CEO of Acuity (now Executive Chairman) had reviewed the plan presented in the PowerPoint, approved it, and suggested it could be used in other markets.

7. One distributor insisted on having an Acuity executive present at the meeting where the PowerPoint was presented to see if Acuity was aware of and approved of the scheme being proposed. The Acuity executive appeared at the meeting and participated in a discussion of the impact on the distributor of being forced to agree to KSA’s and Acuity’s demands.

8. KSA’s history of abusive and exclusionary behavior in the Market, is well known and surely was known to the distributors to whom KSA presented their demands. Distributors who did not want to agree to the scheme faced these same tactics, and worse, if they did not.

9. Lighting products distributors in the Market are not exclusive. In order to best meet the needs of its customers, they carry the products of a number of manufacturers in their inventory and also source products on a custom basis for “spec” commercial and industrial projects. The

scheme proposed in the KSA/Acuity PowerPoint presentation meetings in August was that if the distributors wanted to continue doing business as usual with KSA (and Acuity and the other brands it represents) they would have to agree to be “Partners” with KSA. To be a “Partner,” distributors had to agree to curtail working with Force Partners and their brands, which included Eaton Lighting (also known as Cooper Lighting Solutions) (“Eaton/Cooper”), a significant competitor to Acuity. Specifically, distributors were told that they would have to rig bids to ensure KSA won commercial or industrial spec projects; and those distributors who also carried Force Partners’ brands’ products on their shelves were told it had to be removed – all by October 1, 2019. Any distributor who did not agree to be a “Partner” would be deemed an “Associate,” and would not get KSA’s “best prices” – meaning they would not be able to get KSA’s brands’ product at a viable price. The terms “Partner” and “Associate” were essentially meaningless – the choice presented really was to go along or lose meaningful access to KSA-represented brands.

10. As many distributors have told Force Partners, because KSA represents as much as 40%-70% of their lighting and control business, they could not afford to refuse its demands. KSA also has a history of punitive and retaliatory dealings with distributors and competitors in this market – a fact that would not have been lost on distributors in deciding they had to accede to the Defendants’ scheme. This was not a mere incentive program. No procompetitive or efficiency enhancing justifications for the defendants’ actions were offered. Nor, indeed, was any written contract offered to the distributors that, for example, would protect them from future price increases once KSA’s competitor is forced out of the market. As one distributor put it, the motivation KSA gave distributors to go along with the Defendants’ scheme was “no carrot, only stick.”

11. The fact that there is no written contract binding the Distributors to KSA's plan does not mean there was no agreement – to the contrary distributors have agreed under duress to KSA's demands and have reported as much to Force Partners. And Force Partners has seen a significant drop in sales as a result of Defendants' scheme.

12. Starting in September 2019, after months of upward sales momentum, Force Partners began to see its sales drop significantly, showing that the scheme not only was implemented, it has started to produce the intended effects. KSA's CEO told distributors in the fall of 2019 that it would enforce its demands, starting with inspections of the inventory of those distributors who carry Force Partners' brands in their physical branch locations, to ensure they have been removed. To date, Force Partners has suffered over \$2 million in lost sales. Distributors are steering projects to KSA alone where specifications would otherwise permit Force Partners to submit or "equal" bid quotes and have them provided to contractors in the normal course. As a result, contractors who expect competitive quotes from distributors are not getting them, and over time prices can be expected to rise. In addition, sales of Force Partners-represented brands products have fallen off a cliff with some of the identified "stock and flow" distributors.

13. Moreover, on information and belief, certain distributors have been coerced into sharing Force Partner's confidential pricing information with KSA – called "last look" on 3-name specified quotes, despite clear statements on bids that this information should not be shared with third parties.

14. The inevitable result of defendants' scheme will be to increase prices to the purchasers of lighting and control products, because competition for inventory or bid items will be eliminated. Purchasers of lighting and control products in the relevant market will lose the ability to benefit from the price and variety competition that previously was available. Given the high

barriers to entry, if Defendants' scheme persists and succeeds, they will create a monopoly in this market and consumers will suffer loss of choice and higher prices.

PARTIES

15. Plaintiff Force Partners, LLC ("Force Partners") is an Illinois limited liability company with offices at 121 West Wacker, Suite 3900, Chicago, Illinois and at 760 Pasquinelli Drive, Suite 314, Westmont, Illinois. All of its members are citizens of Illinois and none of its members are publicly traded corporations.

16. Defendant KSA Lighting & Controls, Inc. ("KSA") is a corporation with its principal place of business at 1220 Central Avenue, Hanover Park, Illinois, and is incorporated under the laws of the state of Illinois. KSA is a privately held corporation.

17. Defendant Acuity Brands, Inc. ("Acuity") is a publicly-traded corporation with its principal place of business at 170 Peachtree Street, NE Suite 2300, Atlanta, Georgia, and is incorporated under the laws of the state of Delaware. Acuity does business in the Chicagoland and northern Indiana area through its sales agent KSA, through distributors that resell its products, and through distribution facilities located in Hanover Park, Illinois and Des Plaines, Illinois. KSA is not listed as an affiliate or subsidiary of Acuity in its public filings.

18. Defendant Jim Williams is an individual who on information and belief resides in the Northern District of Illinois and does business in this District. Mr. Williams is the President of KSA. On information and belief Mr. Williams is, along with his wife, is a controlling shareholder of KSA

19. Defendant Ashley Williams is an individual who on information and belief resides in the Northern District of Illinois and does business in this District. Mrs. Williams is listed on KSA's website as the "Vice President Distributor Solutions" at KSA, but on information and

belief was fired from her position during the course of the actions described in this complaint. On information and belief, Ms. Williams is, along with her husband, a controlling shareholder of KSA.

20. In addition to the named Defendants, certain lighting and controls distributors in the Market, as detailed below, have agreed to comply with and enforce the illegal anticompetitive and conspiratorial acts of the Defendants, as alleged below.

21. Defendants are jointly and severally liable for the acts of their co-conspirators whether named or not named as defendants in this Complaint.

22. All parties are engaged in, and their activities substantially affect, interstate trade and commerce.

JURISDICTION AND VENUE

23. The Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1137 because some of plaintiff's causes of action sound under the Sherman Antitrust Act, 15 U.S.C. §§ 1-7 ("Sherman Act"), as well as under the Clayton Antitrust Act, 15 U.S.C. §§ 12-27 ("Clayton Act").

24. The Court has personal jurisdiction over each defendant under the Illinois long-arm statute, 735 Ill. Comp. Stat. 5/2-209, as well as under the Sherman Act and Clayton Act. All defendants transact systematic and continuous business in Illinois and carry out interstate trade and commerce from Illinois. Further, some or all of the anticompetitive conduct alleged herein occurred in Illinois, and the anticompetitive effects of the conduct alleged herein have impacted and will impact consumers in Illinois. In addition, defendant Acuity joined in a conspiracy with Illinois-based defendant KSA, who committed overt acts in furtherance of the conspiracy in Illinois, and the conspiracy caused foreseeable anticompetitive effects in Illinois.

25. Venue is proper in the Northern District of Illinois under 28 U.S.C. § 1391 and 15 U.S.C. § 22 because both Force Partners and KSA reside in this District, as do Mr. and Mrs. Williams. In addition, a substantial part of the events or omissions giving rise to the claim occurred within this District.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

A. The Lighting and Controls Sales Representative Business in the Relevant Market.

26. Force Partners and KSA both are sales representatives engaged in the lighting and controls agency business that market full lines of lighting and controls and compete in the same market. Each of these competitors acts as the exclusive sales representative for particular lighting and controls manufacturers in the greater Chicagoland area.

27. Force Partners competes directly with KSA, which is a sales agent for Acuity brand lighting and control products, as well as the products of other, non-Acuity brands.

28. The relevant product market in this case is lighting and controls for buildings and private roadways. The lighting and controls sold by “full line” sales representatives like Force Partners and KSA include exit and emergency lights and signs; cylinders; linear lights; pendants; troffers; downlights; high bays; decorative; track; industrial; bollards; wall packs; garage and canopy; area and post top; sports lighting; and wired and wireless controls.

29. Lighting and controls manufacturers contract with exclusive sales representatives to cover a defined geographic territory. The manufacturer’s designated sales representative is the only authorized marketer of the designated brands in the specified area to downstream channels.

30. Sales representative agencies like KSA and Force Partners have agreements that define their territories. The relevant geographic market in this case is comprised of 16 Illinois counties in Northern Illinois and surrounding Chicago, including three counties in Northwest

Indiana (“Market”). The Illinois counties are Boone, Cook, DeKalb, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, LaSalle, Lee, McHenry, Ogle, Stephenson, Will, and Winnebago. The Indiana counties are: Lake, LaPorte, and Porter. On information and belief, KSA’s agreements with Acuity and its other brands also define its territory in the Market as these counties.

31. Sales representatives represent more than one manufacturer’s products in the same geographic territory. For example, Force Partners represents approximately 65 different lighting manufacturers (the largest manufacturer is Cooper Lighting Solutions (“Cooper”), which has 21 sub-brands, including, for example, Halo, Metalux, and SureLite) in the geographic market limited to sixteen Illinois counties in the Chicagoland area and three counties in Northwest Indiana.

32. KSA also exclusively represents a different set of approximately 150 lighting manufacturers (including Acuity Brands) in this same geographic territory, as well as additional territories including counties in central Illinois, and counties in Eastern Iowa that are not at issue in this case. Acuity Brands is, according to the United States Department of Energy, the largest manufacturer of lighting products in North America.

33. KSA and Acuity are separate companies with separate economic interests. KSA and Acuity do not share any common ownership and KSA does not exclusively deal in Acuity brand products alone.

34. Assigning exclusive territories to sales representative enables manufacturers to build and maintain brand sales through relationships with local distributors, contractors, builders, and designers in the construction industry in the territory. These exclusive contracts mean it is not easy to obtain a sales representative’s products through other means or channels.

35. Manufacturers’ sales representatives sell downstream through a few primary channels:

- a. Stock and flow distributors: these distributors carry and sell inventory of a variety of brands in a physical showroom, counter area, or warehouse that serves the “on-demand” needs of small to mid-sized electrical contractors and builder customers doing new or replacement construction work, as well as a limited number of retail customers and homeowners.
- b. Project/specification (“spec”) distributors: these distributors supply larger building projects and provide materials management services to coordinate or direct goods to local staging areas at the time that builders/contractors need the supplies. Materials management is an important service offered by project houses that is typically not available from stock and flow distributors. Some project/specification distributors maintain limited inventory of stocked products.
- c. Some distributors deal in both stock and flow distribution and project/specification work.

36. Sales representatives can provide budget quotes directly to contractors, but the quote will include extra margin for the distributor. Such quotes do not and cannot cut distributors out of sales because the distributors offer a consolidation point along with financing, with terms and rebates that go back to the contractors. Salespeople who work for the representative firms focus on calling on the contractors to influence which manufacturers they will select for projects, and rely in such efforts on the sale representative’s value-add services and their relationships with the contractors, but the transaction and sale always goes through distributors.

37. In the relevant Market, over 75% of trade is handled by approximately 23 distributors, which in turn comprise approximately 90% of the customers for both KSA and Force Partners.

38. The large project-related distributors in the Market are CED; Connexion; Advance; Paramount (also has stock and flow business); Rexel (Gexpro); Evergreen; Everlights; Wesco (Eesco).

39. The small and medium project-related distributors in the Market – all of whom also have counter areas for “stock and flow” sales are Steiner; Willow; Sonepar (Brook); Idlewood; Amperage; Graybar; Northwest; Crescent; Active; Villa Park; Helsel Jepperson; Gordon; Revere; All Phase; and Kirby Risk.

40. There are comparatively few “full line” manufacturer’s representative companies in the Market – meaning those that supply lighting and control products and can offer distributors a competitive “full package” of products for project/specification bids. KSA has a dominant share of many Distributor’s lighting sales, which is between 40% and 70% by Distributors’ estimates.

41. There are other sales representatives in the area that carry a smaller set of lighting brands and products and do not offer a “full line.” These sales reps are niche players with a limited line of products, or otherwise specialize in decorative/specialty products, and do not provide a competitive constraint on the full line suppliers like KSA and Force Partners.

42. KSA has monopoly or market power in the Market, which it uses not only for Acuity to create monopoly or market power in this market but also for the other brands it represents.

43. Bidding data available from “Construct Connect” (a bidding platform that collects public construction data) shows that between 2017 and August 2019, KSA, Force Partners, PG enlighten, and CLW were the largest four sales representative suppliers of lighting and control products in the Market, representing approximately 59.5%, 23%, 10%, and 7.5%, respectively, of specified and approved products of the top four firms in the project/specification market. During this period, the data shows that both KSA’s and Force Partners’ shares of approved, specified

products in bidding opportunities were growing amongst the top four representatives, whereas the shares for PG enlighten and CLW were declining between 2017 and August 2019 amongst the largest four firms. In short, Force Partners was KSA's closest competitor by share of specified product categories.

44. Approximately 65% of Force Partners' sales are project/specification work and 35% is stock sales (more specifically, 50% pure project, 15% combination of project/stock, and 35% stock).

45. Manufacturers' representative agencies who specialize in lighting have been described as "a separate breed of rep given their influence over how specifications are written in many geographic markets."

46. Both Force Partners and KSA sell products targeted to a specific audience and its particular needs.

47. The participants in the lighting and controls, manufacturers use sales representatives to sell to and through distributors. Architects, lighting designers, and engineers develop specifications for construction projects and interact with manufacturer sales representatives who want their products specified for an upcoming project. Specifications for new construction projects in this market typically encompass many different product lines for lighting and controls. Architects and lighting designers usually list between one to three acceptable alternative manufacturers for each fixture type. Sometimes these specifications list only one manufacturer's name, which indicates a "hard spec" with no substitution; other specifications list as many as three manufacturers' names, which means any one of them is pre-approved and acceptable and invites competition to supply the specified products. Finally, some specifications reference a single

manufacturer but state “or equal,” meaning another manufacturer can be asked to compete and provide a quote so long as it meets the technical requirements of the design.

48. On information and belief, approximately 2/3 of KSA’s sales opportunities involve specifications of three approved manufacturers, where brands other than those represented by KSA may win the business based on their bid.

49. The distributors are the direct purchasers of lighting products and controls from the manufacturers and their representative firm; contractors and end-users are the indirect purchasers of the products. Once distributors receive specifications for projects, they are expected to seek bids from the approved manufacturers’ representatives. Once the bids are presented, the distributor is expected to submit the most complete package at the best price that can be delivered in a timely manner.

50. Distributors in the lighting market and their end users benefit in numerous ways from competition among sales representatives like KSA and Force Partners. These include the ability to identify the best price and service options for their clients among available manufacturers, who expect distributors to offer complete solutions for their lighting and control needs.

51. There is no other avenue of distribution available to the manufacturers that Force Partners represents, and thus the exclusion of Force Partners from access to distributors effectively will eliminate Force Partners and the manufacturers it represents from the market.

A. The Importance of Competition from Force Partners and Anticompetitive Effects of KSA’s and Acuity’s Conduct

52. Force Partners has become the most important competitor to KSA and Acuity in the relevant market. Force Partners came into being when another manufacturer representative firm was enticed by one of the other large lighting and controls manufacturers – Hubbell Lighting – to cease its exclusive representation of Eaton/Cooper in the Chicagoland market.

53. Without a representative in this market, Eaton/Cooper was unable to gain access to distributors in any meaningful fashion, and had to find an alternative sales rep agency. In 2017, Eaton/Cooper convinced the two principals of Force Partners to form this company and become its exclusive representative in the Market.

54. In the following two years, Force Partners quickly became KSA's most significant competitor and saw its sales rise in most of the counties in which it operates and which make up the relevant Market.

55. However, Force Partners has found itself almost entirely unable to penetrate the three Northwest Indiana counties that are part of the Market. There, KSA controls nearly 90% of sales. Force Partners suspects that some of the same heavy-handed tactics KSA is trying to use in the Illinois counties have been tested and implemented in the Indiana sub-section of the Market.

56. In an effort to test the market, Force Partners has offered steeply discounted prices – prices it is confident are lower than KSA's – to win spec jobs in Northwest Indiana. Virtually none have been successful. Indeed, in the last two years, Force Partners has won only 2 out of 42 spec bid projects of over \$50,000 in Northwest Indiana. This is in stark contrast to its experience – until recent events – in Illinois.

57. Force Partners' experience, both in its formation and in its efforts to grow in the relevant market, show that the barriers to entry for sales representatives in this market are high. Should KSA's scheme succeed, the barriers will only become higher, with obvious effects on consumer choice and on prices.

58. Force Partners' experience in Indiana shows that once KSA takes over a market segment, it can be difficult and perhaps impossible for another competitor to enter or effectively compete.

B. KSA's History of Abusive and Coercive Tactics.

59. The lighting and controls businesses in the Market share information widely. Stories abound about the abusive and coercive tactics of both KSA and Acuity.

60. For example, in 2011 Jim Williams sent a letter to "Valued Distribution Partner[s]" under the subject of "Competitive Landscape" that began with a barely veiled threat: "I am reviewing our business model and spending a great deal of time on the topic of select distribution. My thought is we have too many distributors signed up today and I am going to be forced to make some difficult decisions about what qualifications we are looking for in an authorized distributor. While examining our expectations for our authorized distributors the common complaint I am hearing from my sales team is distribution's access to every rep in the market."

61. The letter asserted that access to only "two lighting reps in Chicago can fulfill all of your lighting needs" and said that KSA and P&G should be those two. Williams singled out a minority-owned representative that he viewed "as a conflict" – Lighting Solutions (The Will Group) – and should not remain in the market. The justification for this "view" was that this competitor would write orders with contractors through their own distribution arm "cutting you out of the process."

62. Williams continued, writing that "we are taking the position that any distributor that quotes or places an order with Lighting Solutions under any circumstances will put their status with KSA Lighting at risk. This will apply to all lines represented by KSA."

63. The letter ends by repeating the same threat from its outset – that Williams would be reviewing its distribution base and would communicate its “requirements” further.

64. Lighting Solutions is no longer in business.

65. These sorts of high-handed intimidation tactics were not limited or happenstance. Monday sales meetings at KSA reportedly are marked by consistent discussions of which distributors to run their business through and which ones to cut off. A distributor who tries to stand up to KSA’s demands and bullying could find itself cut off from all of the products KSA represented.

66. One such distributor found itself cut off from KSA-represented brands when it refused to agree to Jim Williams’s demand that they buy only KSA product. Williams objected to this distributor’s practice of sourcing less expensive items for its customers when a more expensive KSA product was available. Williams’s message was “we want you to buy all our products or we won’t sell any of our products to you at all.” The distributor tried to explain that it would not give up the ability to find the best product for its customers at the best price.

67. In response, KSA cut the distributor off in December 2017. Now, if that distributor receives a specification for any KSA-represented brand, KSA will not provide a quote at all. The distributor has lost out on jobs and lost money as a result.

68. When the distributor appealed the matter to a brand owned by Acuity, with whom this distributor had been a customer for thirty years, the response was that KSA controlled this Market and the company would go along with KSA’s decision.

69. Distributors in this Market know that if they do not go along with KSA’s demands, they will never get a fair quote from the company.

70. KSA also engages in extravagant and potentially illegal marketing efforts that ride the line of commercial bribery. The company reportedly has given preferential treatment to some electrical contractors; has spent enormous amounts of money wining and dining the people who issue specifications; and may have provided free materials to architects and specifiers in return for having Acuity and other KSA-represented brands named as the sole source for projects.

71. KSA passes the costs of much of its extravagance on to the smaller brands that it represents, threatening that they will be dropped if they do not bankroll parties at the House of Blues, Superbowl tickets, or international travel junkets.

72. KSA hides much of its behavior by instructing its staff not to put its demands and schemes in writing. Employees who have emailed information Williams does not want known have been told doing so could get them fired.

C. KSA's Campaign to Lure Distributors into a Conspiracy to Remove Force Partners (and others) as a Competitor in the Market by Forcing a Group Boycott of Plaintiff's Business.

73. In August 2019, Jim Williams, the CEO of KSA, and his wife, Ashley Williams, the then-Vice President of Distributor Solutions at KSA, made a coordinated and near-simultaneous approach to all or most of the 23 most important lighting Distributors in the Market, making a PowerPoint presentation ("PowerPoint") in person to each Distributor with the aim of getting them to stop doing business with Force Partners through a combination of monetary inducements and threats to withhold critical products and services.

74. The Williamses, a flashy and flamboyant couple who in 2016 were married at the Trump Hotel in Chicago, have made no secret of their close relationship to Vernon Nagel, the former CEO of Acuity (now the Executive Chairman). And Mrs. Williams, who took the

lead in many of the August 2019 meetings with distributors, was reported to be particularly aggressive in her role at KSA and adamant that lighting distributors stop doing business with Force Partners.

75. On information and belief, the Defendants jointly prepared the PowerPoint slides with the intent of presenting the slides to the Distributors.

76. The PowerPoint presented a message that alarmed and concerned many of the lighting distributors.

77. The PowerPoint reportedly identified companies that KSA (and apparently Acuity) thought the distributors should boycott. In particular, the PowerPoint reportedly explicitly named Force Partners as an agency that distributors should boycott. KSA claimed that Force Partners was bypassing distributors to make sales directly to end-users and contractors, thereby denying sales and profits to distributors. This claim was false, and KSA knew or should have known it was false.

78. The apparent source of Defendants' false statement is an instance in which an end user asked to make a purchase directly from a Force Partner's brand. This request came after KSA had represented the sale of Acuity products to a large company in the Chicago area that failed to perform to specifications. After a year of KSA trying and failing to rectify the situation, the company contacted Cooper Lighting and asked to purchase the items they needed directly. When Force Partners became aware of this situation, it insisted that compensation for the sale be made to the appropriate distributor – precisely because to engage in such direct sales would harm its standing with the Distributors in this market. This situation demonstrates the value in this market of having more than one major competitor, both as to service and choice of needed goods.

79. Acuity's 2018 Form 10-K observes that "Aggressive pricing actions by competitors, including Asian importers and those within the technology and services sectors, may affect the Company's ability to achieve desired revenue growth and profitability levels under its current pricing strategies."

80. Consistent with Acuity's published statement, the PowerPoint also named Vertical Lighting & Controls, a sales agency that largely represents lower-cost brands, and companies connected to NEMRA (the National Electrical Manufacturers Representative Association) – lumping them under the rubric "China, Inc." and calling on Distributors not to do business with such companies.

81. Consistent with Acuity's public statement lamenting price competition, the Williamses also told distributors that they were unhappy about KSA's falling margin from competition by Force Partners. KSA told at least one Distributor that "Force Partners is going around town offering competitive and aggressive pricing to our contractors, and they must be stopped."

82. With this backdrop, KSA rolled out the boycott scheme to which it expected the distributors to agree. If a distributor wanted to continue to receive KSA's "best prices" and services, it would have to agree to be a "Partner" of KSA. To be a "Partner," distributors would have to agree to sharply curtail their business with Force Partners.

83. Stock and flow distributors were told they could not carry *any* Force Partners' brands on their shelves. The biggest effect of such an agreement would be to take Eaton's Cooper Lighting products – a very significant competitor to Acuity – off of these distributors' shelves and significantly reduce access to the Chicago market.

84. Project/specification distributors were told they had to rig bids to ensure that KSA won any multiple-name specification bids that also included Force Partners. Where KSA brands and Force Partners brands were specified for bidding on a project, the distributors were given the choice of (a) not quoting Force Partners brands at all or (b) providing Force Partner's confidential pricing information to KSA so it could "match" the price – with the obvious end goal of taking business away from Force Partners and putting them out of business.

85. In the short term, KSA's prices might go down, but in the longer term, putting Force Partners out of business would permit KSA to charge higher prices.

86. Only if Force Partners' brands were the *only ones* specified on a bid were the distributors permitted to quote their prices.

87. Ashley Williams told at least one Distributor that they could no longer quote Force Partners on projects unless it was "mutually agreed to with KSA."

88. Such a scheme is not in the interests of Distributors or their customers. The spec community in the Market tends to be brand-focused, and architects and designers often have preferred product lines specified in their plans. Chicago is uniquely known as a "line item" town where contractors submit requests for quotes to distributors seeking between 1-3 "approved" brand-specific quotes for 10-20 different product categories as needed (*e.g.*, linear recessed lighting, exit & emergency lighting, garage & canopy lighting, controls). After the distributor has obtained quotes from each of the specified brands via the manufacturer's sales representatives, the distributor can choose between the brand and pricing options to provide the best value to the end-user or contractor.

89. KSA's actions appear to be an attempt to revert the Chicago market back to a limited "sole source" distribution model, harming competition and consumer choice.

90. If the distributors did not agree to KSA's demands, they would be deemed "Associates" and would not be able to get KSA's brands' "best prices" or attendant services. This would effectively bar the Distributors' ability competitively to quote KSA brands and they would lose business to those Distributors who were willing to go along with the scheme.

91. Given the realities of the market and KSA's known history, this was not a mere invitation to enter into an incentive program. As one Distributor put it, KSA was offering "no carrot, only stick."

92. The Defendants' program could not be characterized as a vertical incentive program, since it was only designed to exclude competition and was imposed by parties with a dominant share.

93. The program could not be considered a presumptively legal exclusive dealing contract since there were no business justifications for the agreement that Defendants sought to impose on the competitively significant Distributors in the market and was designed to prevent competing manufacturers from having competitively significant access to the market.

94. Distributors reported to plaintiff that they were upset and intimidated by KSA's demands. In particular, complaining Distributors were dubious about the legality of the program.

95. Notably, KSA left no copies of the PowerPoints with the Distributors and did not allow Distributors to copy or photograph the PowerPoint — a sign that they knew the proposed boycott was illegal and anticompetitive. Nor has KSA they ever provided any contracts for distributors to sign; again, a sign they knew the plan was illegal and not a mere incentive program.

96. With no written promises from KSA as to the prices it would or would not charge, defining “best prices”, or guaranteeing services, there was and remains no reason why KSA could not increase prices for its brands. Distributors will have no contractual recourse if it does.

97. KSA said it would monitor compliance by inspecting shelves at stock and flow distributors.

98. All of the Distributors reported that they could not afford to lose access to KSA’s products. Various Distributors reported that KSA products represented anywhere from 40%-70% of their lighting sales. Others also observed that their customers would be angry if they could not get Force Partners brands.

99. The choice between being a “Partner” or an “Associate” was a false one. Distributors understood, and KSA’s history confirmed, that the only option was “Partner” or nothing. KSA was threatening to cut off those who did not comply and make it impossible to get their brands through KSA.

100. Acuity fully was on board with KSA’s illegal activities and indeed was an active partner in the scheme. At an internal KSA sales meeting in late August or early September 2019 to roll out the scheme to KSA sales employees – after all or most of the distributor meetings had taken place – Jim Williams reported that Vernon Nagel, the then-CEO of Acuity (now Executive Chairman) had reviewed the plan presented in the PowerPoint, approved it, and suggested it could be used in other markets.

101. One of the meetings was attended by Acuity’s Senior Vice President of Sales, John Mabbott, at the behest of a Distributor who already had heard about the scheme KSA was shopping and wanted to know if Acuity was in on it. Mabbott participated in the meeting and made it clear the scheme had Acuity’s backing.

102. Distributors prefer competition because it provides the lower costs and better service. However, many distributors have said they must go along with KSA's effective exclusivity demands because they rely more on KSA and its larger market share than Force Partners. The incentive for distributors to acquiesce to KSA's demands further is increased by KSA's reported claims that, at least for some time, distributors will still get the same margins they have been getting. The cost increases from reduced competition thus will largely be passed on to the ultimate consumers. Accordingly, KSA is in a position to monopolize the market and create antitrust harm.

103. Alarmed by the reports from distributors, Force Partners wrote to KSA on August 21, 2019 warning that its conduct was anticompetitive and violated the antitrust laws. KSA responded with the specious claim that its program was merely an incentive program.

104. Within a week of that letter, KSA announced that Ashley Williams was leaving her Distributor Solutions job there (although she still appears on the KSA website as a Vice President).

105. Force Partners hoped this was a sign that KSA recognized that its scheme was illegal and would not press ahead. However, a few weeks later, it became clear that KSA was going to continue with its illegal plans.

106. Jim Williams followed up with all or virtually all of the distributors to obtain their agreement to participate in KSA's boycott scheme.

107. One Distributor was told by KSA that they were "the only one in town" who had not agreed to KSA's scheme.

108. KSA also notified stock and flow distributors it would conduct shelf inspections to ensure none of Force Partners' brands were on their shelves.

109. Some distributors asked if there would be any written contract memorializing the program, but KSA refused to provide one and instead insisted on oral agreements that it would enforce.

110. In September, after months of upward sales momentum, Force Partners started to see a significant drop in sales and revenue. That downward trend continued in October. Between September 1, 2019 and the filing of the original complaint in this case, Force Partners' sales fell by over 20%, which Force Partners believes is attributable to KSA's hub and spoke conspiracy with Acuity and the distributors.

111. In ensuing months, Force Partners suffered additional losses due to the Defendants' illegal plan. To date, Force Partners has suffered significant lost revenues. Some distributors are steering all projects to KSA alone where specifications would otherwise permit Force Partners to submit bid quotes and others dramatically have curtailed their purchases of Force Partner-represented brands – on one case reducing an annual run-rate of \$1 million to \$60,000.

112. The program advanced by KSA and Acuity inevitably will result in increased consumer prices. KSA presented the distributors with a "Hobson's Choice" of being captive or losing the key products they need to compete. By removing the ability of distributors to quote from multiple manufacturers, the possibility of price competition for a given bid is removed. While a distributor would prefer a lower cost by choosing the best low-cost mix of products, it cannot afford the penalty that will be imposed on it by KSA and Acuity unless it agrees to exclusivity. The incentive for distributors to acquiesce to KSA's demands further is increased by KSA's promise that the distributor will still get the same margins it has been getting, which means that any cost increase will be passed on to the ultimate consumers. Without the ability of Force Partners to provide a competitive check on KSA pricing, there is

nothing to limit the ability of KSA and the distributors to continue to increase prices in the future.

D. Anticompetitive Effects of KSA's and Acuity's Conduct

113. The Defendants' conspiracy has had or will have the following anticompetitive effects, among others:

- a. Increased prices.
- b. Reduced choice and ability to select desired products by end-users.
- c. Increased likelihood of bidding fraud.
- d. Reduced choice for distributors.
- e. Increased market power in the relevant market by KSA and Acuity due to lack of competition.

114. Plaintiff knows of no procompetitive effects of Defendants' conspiracy, which is designed solely to eliminate competition. There was no business or competitive problem with the existing distribution network that justified the change demanded by Defendants other than a desire by Defendants to eliminate competition to increase their profits.

115. Any claim that the program is "voluntary" is illusory. KSA made an offer the Distributors could not refuse. As a result, distributors are not stocking Force Partner's clients' products and where end users have deemed those brands desirable, distributors in this Market are instead taking a variety of actions to ensure only KSA's bids are presented – the very definition of competitive harm

116. Even if Defendants allege that there are procompetitive benefits to their scheme, any benefits are substantially outweighed by the anticompetitive impact.

117. The actions of the Defendants in coercing each of the distributors to abide by their new requirements, and securing their agreement, creates a hub-and-spoke horizontal conspiracy which is illegal per se. Each of the distributors has economically rational reasons for seeking to

avoid the entanglement of an exclusive dealing agreement with KSA. Absent the coercion, they would not have made the decision to do so.

CAUSES OF ACTION

COUNT I

Unreasonable Restraint of Trade (Illegal Group Boycott – Violation of § 1 of the Sherman Act)

118. Plaintiff restates and incorporates by references the allegations the foregoing paragraphs of the Complaint as if fully set forth herein.

119. Through coercive demands and threats, the Defendants agreed between themselves to deny services, and effectively deny access to KSA brands to Market Distributors unless those Distributors terminated their relationship with and/or agreed to boycott Force Partners. The same or similar threats were parallel, made by Defendants to Distributors at roughly the same time, and/or communicated to Distributors within days of each other. This coerced exclusive dealing agreement had the effect of a group boycott of Force Partners and the manufacturers it represented.

120. The Defendants had an anticompetitive motive to force a group boycott of Force Partners, with the intent to run Force Partners out of business.

121. Agreeing to the exclusive dealing group boycott was not in the Distributors' best economic interest because it denied Distributors a full choice of nonfungible products and the option of purchasing from Force Partners rather than KSA. Moreover, the effect of the boycott will increase prices to distributors and to end users. However, as a result of the Defendants' market power, the group boycott was forced upon Distributors, creating the illegal concerted action.

122. Defendants' illegal group boycott was an unreasonable restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. This was a naked agreement in restraint of trade and is a *per se* violation of the antitrust laws.

123. Alternatively, if not found to be a *per se* violation of the antitrust laws, the coerced agreement was a violation of the "rule of reason" since it was imposed by a firm with a dominant market share, and foreclosed competition with no procompetitive justification. Any procompetitive justification (and none was ever suggested by the Defendants) could have been achieved through less restrictive means.

124. Defendants' conduct has damaged Force Partners in the form of lost revenues, lost profits, lost equity, and lost goodwill, as well as threatening the future viability of Force Partners as a going concern.

COUNT II
Unreasonable Restraint of Trade
(Horizontal Conspiracy – Violation of § 1 of the Sherman Act)

125. Plaintiff restates and incorporates by references the allegations of the foregoing paragraphs of the Complaint as if fully set forth herein.

126. Section One of the Sherman Act provides that "Every contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade or commerce among the several States, or with foreign nations, is hereby declared to be illegal."

127. Beginning within the four years before the filing of this Complaint, and continuing to the present, Defendants engaged in a continuing contract, combination, or conspiracy to unreasonably restrain interstate trade or commerce in violation of § 1 of the Sherman Act, 15 U.S.C. § 1.

128. The conspiracy alleged herein consists of a continuing agreement among Defendants and its co-conspirators to effectively require Distributors of electrical lighting equipment to deal exclusively with Defendants, ultimately resulting in higher prices and reduced output.

129. Because Defendants obtained agreements from the Distributors, and because the Defendants' scheme was implemented pursuant to an agreement between Acuity and KSA, the scheme cannot be considered a unilateral refusal to deal.

130. The conspiracy to boycott Force Partners in the Market is horizontal in nature, with Defendants acting as the hub of the scheme and the distributors who were coerced into the boycott as the spokes. A "hub and spoke" horizontal conspiracy may be inferred from the following:

- a. Defendants cut off access to a supply, facility or market – the dominant Market Distributors – necessary for the plaintiff to compete;
- b. Defendants possessed a dominant position in the Market and used that position to coerce Distributors into boycotting Force Partners; and
- c. The boycott cannot be justified by plausible arguments that it was designed to enhance overall efficiency, and there is no other procompetitive justification for the restraint.

131. This conspiracy is a per se violation under the federal antitrust laws, specifically 15 U.S.C. § 1.

132. In the alternative, Defendants' conspiracy is illegal as an unreasonable restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 as a violation of the "rule of reason."

133. Defendants' conduct has damaged Force Partners in the form of lost revenues, lost profits, lost equity and lost goodwill, as well as threatening the future viability of Force Partners as a going concern.

134. Defendants' conduct harms competition and consumers in the relevant market by reducing price competition, output, and choices.

COUNT III
(Attempted Monopolization – Violation of § 2 of the Sherman Act)

135. Plaintiff restates and incorporates by references the allegations of the foregoing paragraphs of the Complaint as if fully set forth herein.

136. Defendants have engaged in an attempt to acquire, maintain and extend monopoly power in the market described above and has used, and continues to use, anticompetitive means to achieve this end. Specifically:

137. The Defendants have demonstrated a specific intent to monopolize the market by announcing and implementing a scheme to eliminate competition from the market;

138. Defendants have not maintained their monopoly or market power in the relevant markets as a result of superior product, business acumen, or historical accident.

139. The Defendants' actions and statements have demonstrated an intent to willfully maintain their monopoly or market power, control prices, exclude competitors, harm distributors and consumers, and destroy competition;

140. As part of the Defendants' attempted monopolization, the Defendants disseminated false information about the Plaintiff aimed at depriving customers of the benefits of fair competition from Force Partners.

141. As a direct and proximate result of the Defendants' unlawful actions, Force Partners has suffered injury to its business and property. The elimination of competition in the market will constitute antitrust injury.

142. The Defendants' scheme was not a mere incentive plan intended to increase sales, but a program designed to exclude competition by eliminating the ability of distributors to sell competing brands. Typical incentive programs offer customers allowances for organic sales growth, but here there was no incentive here to increase sales, only a prohibition on sales of competing products, and a punishment in the form of increased prices (and lack of meaningful access to Defendants' Market-dominant brands) if exclusivity was not granted.

143. The Defendants did not offer any procompetitive justification for their program. There were no increased efficiencies; the distributor customers wanted a wide choice of products, and the Defendants' scheme removed their ability to select the optimal products for their customers.

144. The Defendants' program did not reflect any innovation in products or services, only an attempt to stifle the new competitor in the market.

145. The Defendants' program implemented by the dominant party in the market is designed to foreclose Plaintiff, an equally efficient competitor, from the ability to compete.

146. Defendants do not need to implement their exclusive dealing-boycott program in order to compete on the basis of price, quality, or innovation.

147. The Defendants implemented their scheme knowing that Plaintiff and others in the market would be foreclosed if the restrictive terms were followed.

148. The large market share represented by Defendants indicates a dangerous probability of success of monopolizing the market through their scheme.

149. The structure of the market and the nature of Defendants' scheme makes significant competitive entry into the market highly unlikely.

150. The totality of competitive circumstances (false statements, dominant market share, required exclusive dealing) indicate an intent to implement a scheme to monopolize the market.

151. Additionally, the Defendants' conduct indicates a conspiracy to monopolize.

152. The monopolistic distribution scheme was jointly implemented by Defendants through the use of shared printed materials and joint meetings with distributors.

153. The Defendants engaged in a conspiracy intended to produce an anticompetitive effect on the market as a whole.

154. The Defendants' conspiracy also was intended to, and did, injure Plaintiff.

155. There was no business need to implement the program, as the Defendant was successful in achieving distribution in the relevant market.

156. There was no procompetitive justification offered for the program.

157. Defendants' attempted monopolization of the Market, and conspiracy to monopolize that market, violates Section 2 of the Sherman Act, 15 U.S.C. § 2.

158. Defendants' conduct has damaged Force Partners, and will continue to harm Force Partners, in the form of lost revenues, lost profits, lost equity and lost goodwill, as well as threatening the future viability of Force Partners as a going concern.

159. If successful, Defendants have a dangerous probability of monopolizing the market, which will lessen or destroy competition in the relevant market by reducing price competition, output, and choices, and injuring consumers.

COUNT IV
(Exclusive Dealing Agreements – Violation of § 3 of the Clayton Act)

160. Plaintiff restates and incorporates by references the allegations the foregoing paragraphs of the Complaint as if fully set forth herein.

161. The restrictive scheme imposed by the Defendants violates the Clayton Act as an illegal exclusive dealing agreement in the Market, which already has had, and will have, the effect of substantially lessening competition or tending to create a monopoly in the market, for reasons including but not limited to the following:

- a. Defendants have conditioned purchase of their product at commercially reasonable prices on exclusive dealing.
 - b. The Defendants' market share for the sale of lighting products in the Market is in excess of 30 percent, making the exclusive dealing agreement presumptively unreasonable;
 - c. The exclusive dealing agreements foreclose Force Partners from a substantial share of the relevant market.
 - d. There is no procompetitive justification for excluding Force Partners from the market, which ultimately would raise prices if and when Force Partners is driven out of the market.
 - e. The restraint has a clear adverse effect on interbrand competition by denying competing companies access to the market.
 - f. The market previously has functioned efficiently, with a high degree of customer and end-user satisfaction without exclusivity requirements;
162. Defendants' conduct violates Section 3 of the Clayton Act, 15 U.S.C. § 14.

163. Defendants' conduct has damaged Force Partners in the form of lost revenues, lost profits, lost equity and lost goodwill, as well as threatening the future viability of Force Partners as a going concern.

164. Defendants' conduct harms competition and consumers in the relevant market by reducing price competition, output, and choices.

COUNT V
(Violation of the Illinois Antitrust Act)

165. Plaintiff restates and incorporates by references the allegations of the foregoing paragraphs of the Complaint as if fully set forth herein.

166. The Illinois Antitrust Act, § 740 ILCS 10/2, provides that "The purpose of this Act is to promote the unhampered growth of commerce and industry throughout the State by prohibiting restraints of trade which are secured through monopolistic or oligarchic practices and which act or tend to act to decrease competition between and among persons engaged in commerce and trade, whether in manufacturing, distribution, financing, and service industries or in related for-profit pursuits."

167. Defendants have created and maintained a combination and conspiracy for the purpose of controlling the prices charged for lighting products in the relevant market, specifically by limiting the sale or supply of the products, which is per se illegal under Illinois law, 740 ILCS 10/3 (1)(a) and (b).

168. Defendants' scheme attempts to allocate and divide customers and sales by seeking to control the process of bidding and limiting the ability of distributors to stock the products represented by Plaintiff, which is per se illegal under Illinois law, 740 ILCS 10/3 (1)(c).

169. The agreements between Defendants and the distributors unreasonably restrain trade or commerce within Illinois by limiting competition without any benefits to the market, which is illegal under Illinois law, 740 ILCS 10/3 (2).

170. Such actions by the Defendants are and were willful.

171. The Defendants have attempted to obtain monopoly power in the market by completely foreclosing the ability of competing manufacturers to sell products in the market. The Defendants' clearly articulated intent is to exclude competition and to control, fix, and maintain prices, in violation of Illinois law, 740 ILCS 10/3 (3). Such actions by the Defendants are and were willful.

172. The Defendants have refused to provide meaningful access to their products unless the purchasers agree to deal on exclusive terms with the Defendants, which substantially lessens competition and tends to create a monopoly in the relevant market, in violation of Illinois law, 740 ILCS 10/3 (4).

173. Defendants' conduct has damaged Force Partners in the form of lost revenues, lost profits, lost equity and lost goodwill, as well as threatening the future viability of Force Partners as a going concern.

174. Defendants' conduct harms competition and consumers in the relevant market by reducing price competition, output, and choices.

COUNT VI
(Violation of the Illinois Uniform Deceptive Trade Practices Act)

175. Plaintiff restates and incorporates by references the allegations of paragraphs 1 through 110 of the Complaint as if fully set forth herein.

176. Defendants violated the Illinois Uniform Deceptive Trade Practices Act, 815 Ill. Comp. Stat. 510/2, by disparaging the quality of the goods, services, or business of Force

Partners by making false or misleading representations of fact, alleging that Force Partners was bypassing distributors to make direct sales to end-users.

177. As detailed above, the statement made in Defendants' PowerPoint is not true.

178. Such a false or misleading statement goes to the very heart of the quality of Force Partner's services and business. Distributors will not do business with a sales representative that makes sales behind their backs – to do so would represent to a distributor poor services and bad business practices.

179. Defendants have caused, and will continue to cause irreparable, ongoing harm to Force Partners if not enjoined from this deceptive trade practice.

COUNT VI
(Tortious Interference with Prospective Business Relations)

180. Force Partners re-alleges and incorporates by reference the allegations set forth in the foregoing Paragraphs.

181. Force Partners had a reasonable expectation of entering into business relationships with the Distributors in the relevant Market.

182. Defendants knew that Force Partners expected to do business with the Distributors and purposely interfered with Force Partners' opportunity to conduct such business through the false statements about Force Partners and the imposition of a boycott and exclusive dealing program with no other purpose than to prevent Force Partners from doing business with the distributors.

183. Defendants also have forced distributors to secretly share Force Partner's confidential pricing with KSA so KSA can decide whether to match Force Partner's prices – in the hopes of ensuring Force Partners' quotes are not presented to contractors or end users, putting Force Partners out of business, and eventually being able to charge higher prices. Architects and

contractors requesting multiple bids are not advised that the bidding process is a sham, as KSA will obtain its main competitor's confidential pricing information.

184. Defendants have tortiously interfered, and continue to interfere, with Force Partners' prospective business relations with distributors in the relevant market.

185. Defendants intended to induce and cause distributors who have done business with Force Partners in the past not to enter into prospective relations with Force Partners. These actions were undertaken with reckless indifference to the rights of Force Partners, and with either specific intent to cause harm to Force Partners or with reckless disregard to whether such actions would cause harm to Force Partners.

186. Force Partners was reasonably likely to continue prospective business relations with its distributors.

187. Defendants intentionally interfered, and continue to interfere, using improper and wrongful means including, but not limited to, engaging in anticompetitive conduct.

188. The actions of Defendants were undertaken with malice, as shown by the targeting of Force Partners and the use of false statements and unfair methods of competition to harm the business and business expectancy of Force Partners.

189. The actions of Defendants were motivated solely by spite and ill will and, based on the illegal nature of their conduct, and are not protected by the privilege of competition.

190. As a result of KSA's and Acuity's actions, Force Partners is suffering, and will continue to suffer, reputational and financial harm in an amount to be proven at trial. This willful and wanton conduct warrants an award of punitive damages.

PRAYER FOR RELIEF

Plaintiff prays for the following relief:

1. A preliminary injunction enjoining Defendants from the unlawful conduct alleged herein.
2. A permanent injunction enjoining Defendants from the unlawful conduct alleged herein.
3. Compensatory and treble damages against all Defendants, jointly or severally, and punitive damages in an amount to be proven at trial.
4. Punitive damages where permissible by law.
5. Award plaintiff reasonable costs and expenses incurred in this action, including attorney's fees and expert fees; and
6. Any such further relief as the Court deems appropriate.

Respectfully submitted,

FORCE PARTNERS, LLC

/s/ Sarah R. Marmor

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Counsel for Plaintiff Force Partners, LLC

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that she caused a true and correct copy of the foregoing **FIRST AMENDED COMPLAINT**, to be filed electronically with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record on this 15th day of May 2020.

/s/ Sarah R. Marmor

Service List

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