

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

GENOMIC PREDICTION, INC.,

Plaintiff,

Case No.

Filed Electronically

vs.

JURY TRIAL DEMANDED

NATHAN TREFF, TALIA METZGAR and
NUCLEUS GENOMICS, INC.,

Defendants.

VERIFIED COMPLAINT

Plaintiff Genomic Prediction, Inc. (“GP”), by its attorneys Troutman Pepper Locke LLP, brings this civil action against defendants Nathan Treff (“Treff”), Talia Metzgar (“Metzgar”), and Nucleus Genomics, Inc. (“Nucleus”), and states as follows:

PRELIMINARY STATEMENT

1. This is a lawsuit for damages and injunctive relief based on GP’s recent discovery that its former Chief Science Officer—who abruptly quit GP and deleted all data from his company laptop—is using GP’s trade secrets to help a competitor develop products that compete with GP’s best-in-market genetic testing products. By engaging in this misconduct and the other wrongdoing described below, the defendants violated the federal Defend Trade Secrets Act, 18 U.S.C. § 1832, *et seq.* (“DTSA”), the New Jersey Trade Secrets Act, N.J.S.A. 56:15-1 *et seq.* (“NJTSA”), and the New Jersey Computer Related Offenses Act (“CROA”), N.J.S.A. 2A:38A-3. By those same actions, Treff breached his confidentiality and non-compete agreements and his fiduciary duty to GP, Metzgar breached her confidentiality and non-disclosure agreements and her duty of loyalty

to GP, and Nucleus committed tortious interference and unfair competition related to its efforts to unlawfully obtain GP's trade secrets.

2. GP is a New Jersey company that offers advanced embryonic genetic testing products that help patients in the in vitro fertilization ("IVF") process by screening embryos for chromosomal abnormalities and the risk of developing complex diseases. Treff was one of the co-founders of GP and was its Chief Science Officer for more than seven years. Treff ran GP's laboratory (or "wet lab") in which GP performs its work on DNA samples. Metzgar was a Senior Director for GP and its Head of Medical Affairs; she is Treff's household partner and shares a home with him. Nucleus is a DNA-testing software company that, until recently, has not had "wet lab" testing capabilities of its own, but provided reports based on data analyzed by genetic testing labs like GP.

3. GP has spent years and many millions of dollars developing the proprietary methods, procedures and techniques needed to create its cutting-edge medical science and technology products, which are highly regarded in the industry for their comprehensiveness and accuracy, including a best-in-class screen for chromosomal abnormalities. As Chief Science Officer for GP, Treff was employed to lead GP in its effort to create and improve GP's scientific methods and protocols to do this work.

4. In 2025, Nucleus sought to offer IVF products involving embryonic DNA testing. Because Nucleus could not do that work itself, it contracted with GP for GP to use its own embryonic genotyping products to provide test results for patients. Nucleus made overtures about acquiring GP. But it soon became apparent that Nucleus was looking for inroads to misappropriate GP's processes and methodologies in the hopes of quickly replicating what GP spent years building. Nucleus realized it could do that by hiring away Treff.

5. Treff abruptly resigned from GP without any notice, despite being an officer and founder of the business. In August 2025, shortly after Treff resigned from GP, Nucleus hired Treff as its Chief Clinical Officer and publicized its continued development of products that compete with GP's.

6. Just before Treff left GP, he permanently deleted GP's trade secrets on his company laptop, including materials of which he had the only copy. Given their value, GP suspects Treff copied these materials.

7. GP very recently learned that Treff is using one of GP's most important trade secrets—its confidential research into the use of a specific microarray genotyping platform—to help Nucleus develop competing products. In so doing, GP now knows that Treff engaged not only in a criminal and civil violation of the New Jersey Computer Related Offenses Act, but also in a blatant misappropriation of GP's trade secrets in violation of the DTSA and NJTSA.

8. Nucleus itself sent GP the proof of this coordinated effort to violate the DTSA and NJTSA. In the last few days, GP confirmed, by virtue of emails accidentally sent by Nucleus's president to Treff at his old GP email address, that Treff is working on projects for Nucleus that use GP's confidential and trade secret research and analysis to develop an advanced preimplantation genetic testing product for Nucleus. Given the circumstances, it is clear to GP that Treff has used or will use GP's other trade secrets to help Nucleus compete with GP.

9. Treff's household partner Metzgar also violated the DTSA and NJTSA. The *very evening* before Treff abruptly left GP in order to join Nucleus, Metzgar sent emails from her GP email address to her personal yahoo.com email address, attaching 30 documents belonging to GP, including valuable GP trade secrets. When confronted, Metzgar acknowledged that she had no job-related need for such documents.

10. Treff's employment by Nucleus as its Chief Clinical Officer also violates his non-compete agreement with GP. When GP sent a cease-and-desist letter to Treff in August 2025, Treff responded that Nucleus was not a competitor of GP. That is not true. The information learned by GP since then, however, including very recently, shows that Nucleus is offering directly competing products, and using GP's trade secrets to develop them.

11. In addition to Nucleus using GP's trade secrets in violation of the DTSA and NJTSA, Treff's continued employment by Nucleus as its Chief Clinical Officer constitutes tortious interference to the extent Nucleus induced and continues to induce and facilitate Treff's violation of his non-compete and confidentiality agreements with GP. All of this conduct constitutes unfair competition under New Jersey law.

12. For the reasons set forth below, GP seeks preliminary and permanent injunctive relief against the defendants as well as compensatory damages including but not limited to disgorgement of any and all of Nucleus's ill-gotten gains as a result of the misappropriation and use of GP's trade secrets, tortious interference and unfair competition; GP's lost profits as a result of the misappropriation and use of GP's trade secrets, tortious interference and unfair competition; GP's costs of developing trade secrets misappropriated by defendants; GP's costs of repairing any damaged customer relationships resulting from loss of its trade secrets; and GP's reduced development costs resulting from the misappropriation of GP's trade secrets, as well as punitive damages and recovery of GP's attorneys' fees and costs.

PARTIES

13. GP is a New Jersey corporation with its principal place of business in Hackettstown, New Jersey. GP recently relocated from North Brunswick, New Jersey in or about June 2025.

14. Treff is an individual residing in Flanders, New Jersey. Treff is one of the co-founders of GP and was formerly GP's Chief Science Officer and the Director of Clinical Relations.

15. Metzgar is an individual residing in Flanders, New Jersey. Metzgar is Treff's household partner, and they share a home together with their respective children. Metzgar was the Senior Director of Care Management and ultimately became the Head of Medical Affairs at GP.

16. Nucleus is a Delaware corporation with its principal place of business in New York, New York.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because GP's cause of action under the DTSA, 18 U.S.C. § 1832 *et seq.*, presents a federal question. This Court has supplemental subject matter jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367(a). The state claims asserted are intimately related to the DTSA claim, are built on the same factual predicate and are part of the same case or controversy.

18. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because Defendants Treff and Metzgar reside in this District and a substantial part of the events giving rise to GP's claims occurred in this District, including but not limited to actions constituting misappropriation of GP's trade secrets that transpired at the joint residence of Defendants Treff and Metzgar in Morris County.

FACTS COMMON TO ALL COUNTS¹

GP's Business

19. GP is an advanced genomic testing company that uses cutting-edge technology and innovative methodologies to evaluate genetic risk in embryos for patients undergoing the in vitro fertilization (“IVF”) process.

20. GP partners with IVF clinics, fertility networks and fertility benefit providers in all 50 states and across the world to provide testing for patients.

21. GP provides several preimplantation genetic testing (“PGT”) products, including screening for abnormal numbers of chromosomes (PGT-A), selecting embryos that are less likely to contain extra or missing genetic material (PGT-SR), screening for monogenic disorders (PGT-M) and providing an “Embryo Health Score,” which assess the risk of polygenic conditions (PGT-P). *See* Ketterson Dec. at ¶ 6.

22. These products are invaluable to assist an aspiring parent or parents through the IVF process, in order to help determine which embryos to select for implantation.

GP's Trade Secrets and Other Confidential Information

23. GP distinguishes itself from other genomic testing companies by the number of areas of the chromosomes it looks at and its ability to run tests accurately using low-quality and/or small amounts of DNA from embryos.

24. GP's PGT products are unlike any of the products offered by other providers on the market today because GP not only uses embryonic DNA but employs techniques, processes and polygenic predictors that are more comprehensive and reliable than similar products on the market.

¹ GP also incorporates by reference the Declaration of Kelly Ketterson (“Ketterson Dec.”), Exhibit A hereto, and the Declaration of Kim Miller (“Miller Dec.”), Exhibit B hereto.

25. GP has spent significant time, money and energy over many years developing and improving these methods, techniques, protocols, programs and predictors, all of which GP protects from unauthorized use and disclosure in the manner described below.

26. Any competitor or company seeking to compete with GP that obtained these proprietary methods, techniques, protocols, programs and predictors could copy or use them to unfairly compete with GP.

Trade Secret and Confidential Methods and Protocols

27. GP's genomic testing process, and business, includes the following trade secrets detailed in the Ketterson Declaration. The core trade secrets of GP include the following:

- a. Proprietary techniques, reagents and protocols GP uses for extracting, preparing and amplifying embryonic DNA (Ketterson Dec. at ¶¶ 10-12);
- b. Proprietary methods and techniques GP uses that allow GP to run its tests on embryonic DNA genotyped using single nucleotide polymorphisms ("SNP") microarray readers, which is unique to GP (Ketterson Dec. at ¶¶ 13-17);
- c. GP's methods for performing PGT-A testing (for aneuploidy), which allows it to conduct testing that is far more accurate than other testing providers (Ketterson Dec. at ¶¶ 18-20); and
- d. The development and application of GP's "polygenic predictors," which are statistical models used in PGT-P testing that generate polygenic risk scores based on years of refinement, validation and testing performed by GP and the use of artificial intelligence and machine learning software (Ketterson Dec. at ¶¶ 21-29)

28. All this information is proprietary to GP, as it is the only company in the world to process embryo samples in this way.

29. Furthermore, GP tracks the performance of its polygenic predictors in a massive spreadsheet called “Predictor Performance File Stats.” This is one of the most critical documents GP possesses because it expressly spells out how GP’s current predictors and various development methods are performing on multiple biobanks, and in various genetic ancestry subsets. With this document, a company in the fertility business could substantially speed up the formation of a competing business against GP. For this reason, GP limits access to this document to just 3 or 4 people within GP.

30. With this one document alone, a company in the fertility business could form a competing business against GP in a relatively short period of time. For this reason, GP limits access to this document to just 3 or 4 people within GP. One of those people was Treff.

GP’s Confidential Research Projects

31. GP has spent years working on highly confidential projects to improve and expand its PGT products, including the following, which are further described in paragraphs 30-40 of the Ketterson Declaration:

- a. GP has been engaged in research and development over the last two years to adapt and onboard a certain microarray platform manufactured by Illumina into GP’s process for embryonic genotyping and analysis (the “Illumina Project”); and
- b. GP’s ongoing project to validate its PGT-A, PGT-SR, PGT-M and PGT-P tests, including cell lines to help validate the porting of GP’s polygenic models from adults to embryos, which is proprietary and critical for GP’s

PGT-P test, using curated sets of human cell lines from Coriell (the “Coriell Validation Project”).

32. A competitor who obtained information about GP’s Illumina Project could use the insights GP learned from the research to shape genetic testing strategies for its own lab or the lab of a third-party company that the competitor uses to sequence DNA, particularly with respect to selecting the genotyping testing platforms to use.

33. A competitor who knew the specific Coriell cell lines GP has used for the Coriell Validation Project, as well as GP’s established validation protocols and reference results, would have a significant advantage in building its own competing PGT products. Having that information would allow the competitor to directly compare it with GP’s existing validation data and shorten the overall validation process.

Trade Secret and Confidential Pricing, Cost, Customer and Business Information

34. On the commercial side, GP closely protects its relationships with clinics and third-party benefit providers, and its efforts to partner with new clinics and providers. GP cannot operate if it does not have IVF clinics with which to partner to provide testing for their patients. And as a business, GP is always seeking to grow its client base of clinics to support its continued research and constant improvements to its products and services.

35. As set forth more fully in paragraphs 41-47 of the Ketterson Declaration, the clinics GP partners with are among one of its most important resources. GP has spent significant time and effort developing its list of clinics and its relationships with clinics, which is maintained in a spreadsheet listing the type and volume of business ordered by each clinic, contact information for each clinic along with notes about interactions with each clinic.

36. The spreadsheet also includes a tab for “warm leads,” representing GP’s prospect pipeline. That tab includes detailed information for every potential clinic that GP is working to partner with, including contact information, information about the size of the clinic, the types of products it may be interested in, and notes that detail GP’s communications with the prospective clinic.

37. This information is not publicly available, and GP protects it as a trade secret.

38. GP also maintains the confidentiality of its pricing and costs, both as those relate to what GP charges clinics and patients for GP’s services and what GP pays its vendors and partners for their services and products. This cost and pricing information is not publicly available and is a trade secret.

39. GP also maintains a repository of “Controlled Documents,” which are the workflows, processes, and documentation necessary for GP’s clinics and patients to order GP’s PGT products. Some of these documents constitute trade secrets individually, and collectively as a compilation, they constitute a trade secret. These documents include:

- a. Trade secret workflow documents and standard operating procedures (“SOPs”) that outline how GP onboards new potential IVF clinics, including how to operate “test runs” of the testing and sample submission processes;
- b. Order forms developed by GP for physicians in its customer-clinics to order specific PGT products from GP;
- c. Guides and instruction documents developed by GP that are sent to customer-clinics and/or patients alongside testing kits; and
- d. Informed consent materials developed by GP for each of its PGT products and other testing processes to provide customer-clinics and patients with

comprehensive descriptions of GP's tests and the associated risks and benefits.

GP's Efforts to Protect its Trade Secrets and Other Confidential Information

40. GP has spent significant time, money and energy over many years developing and improving GP's methods, techniques, protocols and business information described in paragraphs 23-39 above, all of which are central to its business. As a result, GP expends significant time, resources and money in protecting from disclosure the confidentiality of its trade secrets and all of its confidential and proprietary information, including electronically stored information.

41. In addition, because GP deals with sensitive personal and medical information and data belonging to patients and customers, GP uses the utmost care in protecting that information and data from disclosure.

42. Access to GP's systems, including email and shared drives, is password protected, subject to multi-factor authentication ("MFA") and controlled by a central administrator.

43. GP enforces strong password policies with specific character requirements.

44. GP also remotely manages all its electronic devices, such that if a laptop or tablet containing GP information is lost or stolen, GP can wipe that device clean of the information remotely.

45. GP also instructs all employees to lock their electronic devices when they are unattended to ensure those devices are always password protected.

46. GP employees who are trying to access GP's systems from outside of a GP office must use a virtual private network ("VPN") that is operated by GP and kept secure. Logging in using MFA is required to access the VPN. Accessing VPN also requires passing through SonicWall Firewall.

47. Most of GP's confidential information is kept on network attached storage ("NAS") that cannot be accessed from outside of the lab without being on VPN and getting through the SonicWall Firewall.

48. GP uses one physical server to store information, and that server is kept behind lock and key. Currently, only one employee has a key.

49. GP also uses Google Workspace, which cannot be accessed without using MFA.

50. GP also maintains the Controlled Documents described in paragraph 39 above in a separate Google Workspace.

51. Only a small number of employees can access, edit or download the Controlled Documents.

52. Employees at GP have differing levels of access to GP's systems and information based on their position and department.

53. Access profiles are set for each employee when they are hired and are designed to give each individual employee access to only what is necessary for them to perform their duties.

54. In particular, data from GP's wet lab, data from the clinical portal and other data related to GP's trade secret processes for interpreting DNA are heavily restricted.

55. During the onboarding process and annually, employees receive training about cybersecurity and the protection of confidential information, including as it relates to compliance with the Health Information Portability and Accountability Act ("HIPAA").

56. GP also maintains the GP Employee Handbook, which contains policies requiring GP employees to maintain the confidentiality of GP's proprietary information.

57. Employees also receive a long list of expectations regarding how to protect confidential and trade secret information during onboarding in both the Employee Handbook and during the training process.

58. Upon termination, an employee's access to any GP systems and files is withdrawn.

59. Employees are required to return all devices, documents and information in their possession on their last day of work for GP.

60. The physical lab space where GP performs its work is also locked. A strictly limited number of people have keys to the lab. After Treff's departure, as discussed below, the locks were changed.

Treff's Employment with GP

61. Treff was one of the co-founders of GP. He started the company along with several other individuals in May 2017.

62. Treff was the Chief Science Officer of GP, as well as the Director of Clinical Relations. Treff was the director of GP's laboratory (also referred to as a "wet lab") that handled embryo DNA from biopsy samples sent to GP from customer clinics.

63. As set forth more fully in paragraphs 51-66 of the Ketterson Declaration, Treff knew all of the GP trade secrets and confidential information identified above and described below because of his role(s) with GP. Such trade secrets include but are not limited to: GP's molecular techniques used for processing samples; GP's process for reviewing and applying polygenic risk scores; GP's PGT-A testing procedures and the validation of results; the research and development of the Illumina Project; and other methods used to innovate and modify GP's protocols.

64. Treff was also involved in building relationships with potential partners who could help GP improve its work, including as it related to the Illumina Project.

65. Treff and Talia Metzgar maintained all GP's research notes, lab notebooks and other materials related to its protocols, testing and research plans.

66. Treff also had direct interaction with clinics and other clients. In fact, Treff interacted regularly with GP's biggest client-clinics.

67. As a result, Treff knows a large amount of business-sensitive, nonpublic confidential information about those clients, including the prices GP charges to those clients and the identities and contact information for the clients' personnel that are most responsible for the clients' relationship with GP.

68. Treff maintained much of GP's sensitive trade secrets in the form of clinical data directly on the hard drive of his GP-owned laptop, rather than on GP's shared, secure drives, including but not limited to: research, data and analysis concerning the Illumina Project; .CEL and/or .vcf files containing raw data obtained from sampling on GP's current platform and the pilot Illumina platform; materials related to GP's polygenic predictors and their performance; proposals for GP-related research and development projects; reference lab agreements; unpublished scientific papers, preliminary data, data plots and forms used in GP's clinical operations; and spreadsheets of genotyping data.

69. Treff repeatedly told other GP personnel that he saved GP's proprietary information locally on his GP-issued laptop. GP personnel often had to ask Treff to send them documents and data necessary for them to perform their duties.

70. There is almost no trade secret or confidential information belonging to GP pertaining to the science, technology, testing, protocols, procedures, research plans, costs and pricing that Treff does not know or maintained on his GP-owned laptop computer, and indeed, Treff often served as a "gatekeeper" and/or repository for much of this information.

Treff's Relevant Contractual Agreements with GP

71. To ensure that Treff kept GP's proprietary information and trade secrets confidential, GP had Treff execute a Non-Competition, Confidential Information, and Invention Assignment Agreement (the "Treff Non-Competition and Confidentiality Agreement"), effective June 1, 2017. *See* Ketterson Dec. at Exhibit 1.

72. In the Treff Non-Competition and Confidentiality Agreement, Treff agreed that, "at all times during the term of the Relationship with [GP] and thereafter," Treff would not use GP's confidential information for any reason "except for the benefit of [GP] to the extent necessary to perform obligations" on GP's behalf. Ketterson Dec., Ex. 1 at § 2.2.

73. Treff also agreed that he would not disclose "to any person, firm, corporation or other entity without written authorization of the Chief Executive Officer of [GP], any Confidential Information" belonging to GP that Treff "obtain[ed] or create[d]." *Id.*

74. Treff also agreed that all of his "inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which [Treff] may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice" was assigned to GP, without limitation. Treff represented that he had no prior inventions, developments or trade secrets that were not being assigned to GP. *Id.* at §§ 3.1, 3.2.

75. Treff also assigned all of his "Old IP" to GP, which included "methods for prediction of phenotypes," "modelling of genotypic structure and genetic inheritance," "methods of DNA sequencing or array genotyping, laboratory techniques, amplification techniques," "methods relevant to embryology," and "methods relevant to image recognition and image

interpretation,” along with “computer coding, reporting software, algorithms, databases,” and the like. *Id.* at § 3.5.1.

76. Treff also agreed to “keep and maintain adequate and current written records of all Inventions [broadly defined to include developments, concepts, know-how, improvements, and trade secrets],” and that such “records will be available to and remain the sole property of [GP] at all times.” *Id.* at § 3.3.

77. Treff also agreed that upon termination of his employment, he would return to GP “any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, [and] other documents or property.” Treff further agreed not to keep or create copies of any of those materials. *Id.* at § 4.0.

78. Treff also agreed to a number of covenants in Section 6.0 of the Treff Non-Competition and Confidentiality Agreement in consideration for salary and bonuses encompassed by the Relationship. *Id.* at § 6.0.

79. One such covenant was “not to use relations developed prior to leaving [GP] in the interests of later competition against [GP].” *Id.* at § 6.0.

80. Treff further agreed in Section 6 of the Treff Non-Competition and Confidentiality Agreement that for 18 months following his departure from GP, Treff would not “engage in or have a financial interest in, any business which is competitive with the business of [GP], where [Treff] has been involved in developing relationships to this competitor prior to leaving [GP].” *Id.* at § 6.1.

81. Section 6.2 of the Treff Non-Competition Confidentiality Agreement specifies that sensitivity of his position, noting that it is of “particular sensitivity, involving confidential and

sensitive information which can be transmitted to a competitor with which Employee has been interacting relationally and confidentially on behalf of the Company.” Section 6.2 continues: “This information is both at the level of confidential negotiating, relational, and sales information, and at the level of technical information.” *Id.* at § 6.2.

82. Section 6.2.1 and Section 6.2.2 then describe in greater detail that the restriction on Employee’s ability to later join and assist a competitor is particularly necessary. *Id.* at § 6.2.

83. Treff further agreed that, after he left GP, he would not engage in any competing business “involving any practice, lab or provider of IVF, PGS, or Reproductive Health with which he has developed relations prior to leaving his sensitive founder position within the Company,” including but not limited to Illumina. *Id.* at § 6.3.2.

84. Treff also signed an Employment Agreement with GP that incorporated the Treff Non-Competition and Confidentiality Agreement and further transferred all of Treff’s “pre-existing business projects and relationships” to GP. Ketterson Dec. at Exhibit 2, § 6.

85. In the Employment Agreement, Treff agreed to “comply with all applicable laws, rules and regulations, as well as with the Company’s policies, compliance manuals and procedures.” *Id.* at § 1.

Metzgar’s Employment with GP and Relevant Contractual Agreements

86. Metzgar was hired to work for GP on or about January 18, 2022 as a Senior Director of Care Management. She was promoted to the Head of Medical Affairs in or about February 2023.

87. At the start of her employment, Metzgar executed a Contract of Employment (the “Metzgar Employment Agreement,” Ketterson Dec. at Exhibit 3) that incorporated both a Non-Disclosure Agreement (the “Metzgar NDA,” Ketterson Dec. at Exhibit 4) and a Non-Competition,

Confidential Information and Invention Assignment Agreement (the “Metzgar Non-Competition and Confidentiality Agreement,” Ketterson Dec. at Exhibit 5).

88. In the Metzgar Non-Competition and Confidentiality Agreement, Metzgar agreed to hold all of GP’s confidential information “in strictest confidence, and not to use, except for the benefit of [GP] to the extent necessary” to perform her GP duties. Ketterson Dec., Ex. 5 at § 3.2.

89. Metzgar also agreed that she would not disclose “to any person, corporation or other entity without written authorization of the CEO of [GP], any Confidential Information” belonging to GP that Metzgar “obtain[ed] or create[d].” *Id.* at § 3.2.

90. Metzgar also agreed to “keep and maintain adequate and current written records of all Inventions [broadly defined to include developments, concepts, know-how, improvements, and trade secrets],” and that such “records will be available to and remain the sole property of [GP] at all times.” *Id.* at § 4.3.

91. Metzgar further agreed that upon termination of her employment, she would return to GP “any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, [and] other documents or property.” Metzgar further agreed not to keep or create copies of any of those materials. *Id.* at § 3.5

92. Metzgar also acknowledged in the Metzgar NDA that she would not “use any Confidential Information disclosed to [her] by [GP] for [her] own use or for any purpose other than to carry out” her employment duties. She further agreed to “take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information” belonging to GP. Ketterson Dec., Ex. 4 at § 5.1.

93. Metzgar, along with all GP employees, was subject to GP's Employee Handbook which requires all GP personnel to keep GP's information confidential and states that, "Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of [GP] may be subject to disciplinary action up to and including termination." *See* Ketterson Dec., Exhibit 6.

94. Metzgar signed an acknowledgment that she had received and was bound by the Employee Handbook. *See* Ketterson Dec., Exhibit 7.

95. The Employee Handbook also requires leaving employees to return all company property, including confidential information. Ketterson Dec., Ex. 6 at § 5-17.

Nucleus Genomics, Inc.

96. Nucleus is a company that provides a whole-genome DNA test that, among other things, screens for certain polygenic diseases.

97. Nucleus does not perform its own DNA sequencing, genotyping or testing and does not have a wet laboratory.

98. Instead, Nucleus outsources the sequencing, genotyping and testing to third parties like GP that use their own wet labs, methods and procedures for analyzing the whole genome.

99. Those third parties then send Nucleus sequenced chromosomal data and Nucleus's software evaluates the data for the likelihood of certain traits and generates a report.

100. In June 2025, Nucleus announced that it was expanding into embryo testing, targeting IVF patients, offering a product called "IVF+." Nucleus's IVF+ product was designed to provide DNA testing of embryos for IVF purposes.

GP's Business Relationship with Nucleus

101. As part of Nucleus's effort, in June 2025, Nucleus entered into a Marketing and Referral Agreement with GP for the purposes of collaborating on marketing efforts for genomic testing (the "Marketing Agreement," Ketterson Dec. at Exhibit 8).

102. Under the terms of the Marketing Agreement, Nucleus would refer prospective customers seeking embryonic genomic testing to GP. GP would perform its proprietary embryonic DNA testing and send that data to Nucleus.

103. Nucleus would then issue its own branded report of the expanded polygenic test results, including items not covered by GP testing, back to the customers after testing.

104. In the Marketing Agreement, Nucleus agreed to: "(a) conduct business in a manner that reflects favorably at all times on the goodwill and reputation of GP; and (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to GP." Ketterson Dec. Ex. 8 at § 3.2.

105. Additionally, Section 9.5 explicitly spells out that the parties agree to not "(c) use or reference Confidential Information including the licensed software, to develop a similar or competing product or service". Ketterson Dec. at Ex. 8.

Nucleus Attempts to Acquire GP

106. In or around August 7, 2025, Nucleus's Chief Executive Officer, Kian Sadeghi, on a conference call with GP personnel, stated that Nucleus was interested in acquiring GP.

107. On the call, GP's Chief Executive Officer, Kelly Ketterson, told Sadeghi that that was not a conversation for the conference call because of the number of people in attendance.

108. After the call, Ketterson and co-founder of GP, Dr. Stephen Hsu, had discussions with Sadeghi about Nucleus acquiring GP.

109. Sadeghi requested that GP send him non-public financial information and other non-public, proprietary GP information.

110. GP did not agree to provide that information to him because Sadeghi did not need it to make an offer, in GP's view. GP's valuation was public, which Sadeghi knew.

111. GP asked Sadeghi to make an offer based on GP's public valuation and the parties could discuss from there.

112. Nucleus never made an offer.

113. Sadeghi and Nucleus never intended to acquire GP, in GP's view, but instead wanted access to GP's private, proprietary intellectual property, including but not limited to its trade secret processes, methods and protocols for performing genomic testing on embryonic DNA.

Metzgar's Misappropriation of GP's Trade Secrets and Other Confidential Information and Subsequent Departure from GP

114. On the evening of August 11, 2025 (at 6:46 p.m. ET, 6:49 p.m. ET and 6:53 p.m. ET), just hours before Treff would suddenly announce his resignation from GP without advance notice, Metzgar emailed 30 GP documents from her GP email address to her personal Yahoo.com email address.

115. These 30 documents consisted of many of GP's Controlled Documents described in paragraph 39 above and set forth more fully in paragraph 114 of the Ketterson Declaration.

116. These documents combined, contain the workflows, processes and documentation necessary for onboarding new IVF clinics, ordering tests and servicing new patients.

117. A competitor or company seeking to compete with GP who obtained these documents would instantly know GP's proprietary internal and clinic-facing processes for bringing on and providing initial services for new IVF clinics and their patients as clients.

118. On August 19, 2025, after GP found out that Metzgar had emailed herself these documents and after Treff resigned, GP management conducted an investigatory interview with Metzgar.

119. At that interview, GP confronted Metzgar about the documents and asked why she sent them to her personal email address.

120. Metzgar did not state any reason related to GP's business as to why she emailed those documents to her personal email address and instead claimed the documents were "her property" and that she wanted to have the documents "should anything happen."

121. All of the 30 documents surreptitiously emailed by Metzgar to her personal email address belong to GP.

122. On August 22, 2025, by letter, GP terminated Metzgar's employment with GP because, under the circumstances and timing under which she took GP property without any legitimate business reason, she violated her employment and confidentiality agreements and the common law duty of loyalty. *See* Ketterson Dec. at Exhibit 9.

123. GP's letter of termination to Metzgar also reminded her of her ongoing confidentiality obligations to GP.

Treff Abruptly Resigns After Wiping His Computer and Security Camera Footage

124. On August 12, 2025, less than 24 hours after Metzgar emailed GP's Controlled Documents to her personal email account, Treff resigned from GP without any advance notice to GP.

125. Treff left GP the same day.

126. As set forth more fully in paragraphs 125 – 127 of the Miller Declaration, GP personnel found Treff's GP laptop in the laboratory.

127. Treff had reset the laptop to factory settings, thereby permanently deleting from it all of the massive amount of GP materials he had stored on it while employed by GP, including trade secret information belonging to GP described in paragraph 68 above, which Treff only maintained on his hard drive and not on GP's systems.

128. GP could not recover any of its data from Treff's wiped-clean laptop; therefore, GP has no ability to access any of the information Treff destroyed because he considered those materials "his" property and because they are very valuable.

129. GP believes that Treff made and retained copies of some if not all of GP's materials on the company laptop that had been issued to him before he wiped clean his GP laptop.

130. Additionally, GP found that Treff also had disconnected all of the Ring security cameras set up in GP's laboratory, which provided surveillance including Treff's own activities in the lab. After Treff left, GP created its own account for the cameras and reestablished their operation but could not access or recover any past video recordings.

131. GP also discovered that about one hour before he announced his resignation, Treff accessed a spreadsheet called "Direct Labor Costs GP v. Sampled," which is a confidential spreadsheet that contains GP's costs for its testing and pricing information. As discussed in paragraph 38 above, this information is a GP trade secret.

132. On information and belief, Treff kept on his GP-laptop GP's bioinformatics and polygenic analysis SOPs, which include not only validation results but also unpublished workflows and methodologies, which are GP trade secrets.

133. Because Treff resigned so abruptly, GP entered into a Consulting Agreement for Transition Services with Treff effective August 13, 2025 (the “Consulting Agreement,” Ketterson Dec. at Exhibit 10), whereby Treff was supposed to assist GP with transitioning his knowledge and responsibilities to other personnel at GP, on an independent contractor basis.

134. In the Consulting Agreement, Treff agreed that his prior agreements with GP, including assignment of inventions, restrictive covenants and confidentiality provisions, remained in full force and effect. Ketterson Dec., Ex. 10, ¶ 9.

135. However, Treff was regarded by key GP personnel as being difficult to work with during this time and made comments that were intended to disparage GP and ultimately, the relationship was terminated by GP on or about September 2, 2025.

Treff Goes to Work for Nucleus in Violation of his Agreements

136. Shortly after his resignation without advance notice, GP learned that Treff intended to work for Nucleus, in violation of his agreements with GP.

137. On or about August 20, 2025, GP, through counsel, sent a letter to Sadeghi at Nucleus, informing him that Treff had left GP, that Treff and Metzgar were likely in possession of GP’s confidential information, told Nucleus that Treff was under an agreement not to compete with GP, and reminded Nucleus of its own obligations under the Marketing Agreement. *See* Ketterson Dec. at Exhibit 11.

138. At the same time, GP also sent Treff a letter reminding him of his ongoing contractual and legal obligations to GP including but not limited to his obligations not to compete with GP, to preserve any information belonging to GP in his possession, not to solicit any GP employees and not to use any of GP’s information and trade secrets. *See* Ketterson Dec. at Exhibit 12.

139. Despite these warnings, Nucleus hired Treff as its Chief Clinical Officer in August 2025.

140. Moreover, GP became aware of an email sent by Nucleus on or about August 19, 2025 to other Nucleus personnel that appears to have mistakenly included Treff's GP email address instead of his new Nucleus email address, announcing Treff's hiring and stating that Nucleus intended to "improv[e] its embryo screening process" and that it was beginning "embryo clinic onboardings."

GP Discovers Treff is Using GP's Trade Secrets to Help Nucleus Develop PGT Products that Compete with GP's

141. On October 6, 2025, GP learned that while employed by Nucleus, Treff engaged in discussions with Kindbody, a third-party provider of genetic testing services, about a collaboration between Nucleus and Kindbody involving Illumina genotyping platforms similar to the subject of GP's confidential Illumina Project research, which Treff learned only by virtue of his being GP's CSO. *See* Ketterson Dec. at ¶ 142.

142. On October 16, 2025, GP learned that Treff, on behalf of Nucleus, was receiving amplified DNA from embryo samples processed by an NGS-based platform and running it on a microarray in order to obtain polygenic risk scores or perform PGT-A testing on the sequenced data. *See* Ketterson Dec. at ¶ 143.

143. Treff knows that the microarray process is the same trade secret process GP uses to perform its PGT testing. The next step in that process is to apply polygenic predictors to the embryonic DNA sequences to generate risk scores.

144. As set forth more fully in paragraphs ¶¶ 144-149 of the Ketterson Declaration, on October 20, 2025, GP discovered another email sent by Nucleus that appeared to have accidentally included Treff's GP email address from personnel at the sequencing company Sampled, copying

Sadeghi and Matt Lanter, Nucleus's president, with the subject line "RE: Sampled < Nucleus SOW3."

145. The email was part of a chain, starting on September 11, 2025, among Nucleus and Sampled personnel about a Statement of Work ("SOW") related to a Nucleus project called the "embryo pilot." Lanter refers to the embryo pilot as a program that "Nathan [Treff] is working on."

146. The email attached a proposed SOW for Nucleus's embryo pilot that describes, among other things, that Sampled intends to sequence the DNA samples on *the exact same* Illumina SNP platform that is the subject of GP's confidential Illumina Project and GP's trade secret data and analysis, which Treff had on, and subsequently deleted from, his laptop when he resigned from GP.

147. Treff's involvement in Nucleus's "embryo pilot" program and Nucleus's use of that specific Illumina platform shows what GP had suspected but had not been able to confirm previously: that Treff is using GP's trade secrets to help Nucleus develop embryonic DNA testing products to compete with GP.

148. The only way Treff would know that that specific Illumina platform is viable for embryo applications is based on trade secret research performed at GP over the last two years.

149. Treff's work in assisting Nucleus to collaborate with Kindbody to use this specific Illumina technology is evidence that he is helping Nucleus develop preimplantation genetic testing products to directly compete with LifeView PGT and GP's other PGT products. Treff has the trade secret information belonging to GP that Nucleus would need to develop those products beyond just the Illumina platform, including and especially GP's polygenic predictors and knowledge of GP's proprietary PGT-A testing procedures.

150. Treff's use of GP's trade secrets at Nucleus is already harming GP.

151. GP now also knows that Treff and Nucleus are using Sampled to circumvent GP.

152. Before Treff left, Nucleus sent embryonic DNA sequences to GP for GP to run its PGT-P and PGT-A tests. Nucleus asked GP to use GP's proprietary predictors and procedures because Nucleus cannot apply its technology to embryonic DNA and GP's technology is highly accurate.

153. Nucleus then acquired Treff, who could not have this information in his head, and stopped asking GP to run its polygenic predictors. This further demonstrates that Treff retained and is using GP's polygenic predictor information for Nucleus.

154. Because Treff has used some of GP's trade secrets to help Nucleus develop products that compete with GP, and because Nucleus accidentally disclosed to GP that Treff is working on Nucleus's embryo project, there is a clear and imminent threat that Treff will use or disclose GP's other trade secrets to Nucleus, both the trade secrets he has in his head and any trade secret information he improperly retained after leaving GP.

155. GP spent years developing and improving its trade secrets to create industry-leading PGT products. Treff's use of certain of GP's trade secrets for the benefit of Nucleus, and the threat that he will soon use the rest of GP's trade secrets there, means that Nucleus could be able to create a competing preimplantation genetic testing product in a matter of weeks or months (not years), with none of the cost, time and energy spent to develop it.

156. While GP now knows that Treff has GP's trade secrets in his possession and has used them for Nucleus's benefit, GP does not know if Nucleus is aware that he did so, prior to their reading these court papers. However, Nucleus has been aware at all times that Treff is using for Nucleus's benefits many preimplantation genetic testing trade secrets belonging to GP that

Treff has retained in his memory and otherwise misappropriated directly from GP as outlined above.

COUNT I
VIOLATION OF DEFEND TRADE SECRETS ACT (18 U.S.C. § 1832 *et seq.*)
(Against All Defendants)

157. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

158. The facts pleaded above constitute actual and threatened misappropriation of GP's trade secrets by Treff in violation of the DTSA.

159. The facts pleaded above constitute actual and threatened misappropriation of GP's trade secrets by Metzgar in violation of the DTSA.

160. The facts pleaded above constitute actual and threatened misappropriation of GP's trade secrets by Nucleus in violation of the DTSA.

161. By employing Treff as its Chief Clinical Officer, who is acting within the scope of his employment at Nucleus, Nucleus has used GP's trade secrets in its efforts to build competing products, as shown by the facts pleaded above, and its use of GP's trade secrets constitutes actual misappropriation by Nucleus of GP's trade secrets.

162. The information and documents belonging to GP relating to GP's testing methods and protocols, research and development projects, and pricing, cost, customer and other business information set forth in paragraphs 27, 31, 35, 38, 39, 63, and 68 above that were misappropriated by Treff, Metzgar and Nucleus are trade secrets because GP derives independent economic value from this information not being generally known to the public, the information is not readily ascertainable by proper means by persons who could obtain economic value from its disclosure or use and the information is the subject of reasonable efforts to maintain secrecy.

163. The Defendants all know or should reasonably know that the trade secret information they have misappropriated belongs to GP.

164. GP faces an immediate threat of continuing irreparable harm for which GP lacks an adequate remedy at law from Defendants' ongoing and threatened misappropriation of GP's trade secrets.

165. Unless Defendants are preliminarily and permanently enjoined from the foregoing conduct, GP will be irreparably harmed by Treff's, Metzgar's and Nucleus's misappropriation of GP's trade secrets.

166. Defendants' egregious misconduct constitutes a willful and malicious misappropriation and threatened misappropriation of GP's trade secrets.

167. GP is entitled to injunctive relief, restitution, attorneys' fees and compensatory damages pursuant to 18 U.S.C. § 1832, including but not limited to disgorgement of any and all of Nucleus's ill-gotten gains resulting from the use of GP's trade secrets, GP's lost profits resulting from the misappropriation of its trade secrets, costs of developing trade secrets misappropriated by Defendants, costs of investigating the scope of misappropriation, costs of repairing damaged customer relationships resulting from loss of its trade secrets and GP's reduced development costs.

COUNT II
VIOLATION OF THE NEW JERSEY TRADE SECRETS ACT (N.J.S.A. 56:15-1 *et seq.*)
(Against All Defendants)

168. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

169. The facts pleaded above constitute actual and threatened misappropriation of GP's trade secrets by Treff in violation of the NJTSA.

170. The facts pleaded above constitute actual and threatened misappropriation of GP's trade secrets by Metzgar in violation of the NJTSA.

171. The facts pleaded above constitute actual and threatened misappropriation of GP's trade secrets by Nucleus in violation of the NJTSA.

172. By employing Treff as its Chief Clinical Officer, who is acting within the scope of his employment at Nucleus, Nucleus has used GP's trade secrets in its efforts to build competing products, as shown by the facts pleaded above, and its use of GP's trade secrets constitutes actual misappropriation by Nucleus of GP's trade secrets.

173. The information and documents belonging to GP relating to GP's testing methods and protocols, research and development projects, and pricing, cost, customer and other business information set forth in paragraphs 27, 31, 35, 38, 39, 63, and 68 above that were misappropriated by Treff, Metzgar and Nucleus are trade secrets because GP derives independent economic value from this information not being generally known to the public, the information is not readily ascertainable by proper means by persons who could obtain economic value from its disclosure or use and the information is the subject of reasonable efforts to maintain secrecy.

174. Defendants' conduct has been, and is, willful, malicious, wanton and intended to damage the business of GP.

175. As a result of Defendants' conduct, GP has suffered and continues to suffer irreparable harm.

176. As a result of Defendants' conduct, GP has suffered and continues to suffer damages in an amount to be determined at trial, including but not limited to disgorgement of any and all of Nucleus's ill-gotten gains resulting from the use of GP's trade secrets, GP's lost profits resulting from the misappropriation of its trade secrets, costs of developing trade secrets

misappropriated by Defendants, costs of investigating the scope of misappropriation, costs of repairing damaged customer relationships resulting from loss of its trade secrets and GP's reduced development costs..

177. In addition to monetary damages, GP's remedy at law is inadequate.

178. GP is entitled to punitive damages and recovery of its attorneys' fees and costs under this statute.

COUNT III
VIOLATION OF THE COMPUTER RELATED OFFENSES ACT (N.J.S.A. 2A:38A-3)
(Against Treff)

189. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

190. Treff purposefully and knowingly destroyed GP's data, including the information stored on his GP laptop.

191. Treff purposefully and knowingly destroyed GP's data, including the Ring camera footage from GP's lab.

192. Treff did this intentionally, willfully, in bad faith and in direct violation of his own contractual obligations to GP to maintain and preserve accurate records and in violation of GP's policies governing the use of technology.

193. As a direct and proximate result of Treff's conduct, GP has been damaged in an amount to be determined at trial.

194. GP is entitled to punitive damages and recovery of its attorneys' fees and costs under this statute.

COUNT IV
BREACHES OF CONTRACTS
(Against Treff)

179. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

180. The Treff Non-Competition and Confidentiality Agreement is a valid, binding and enforceable contract between GP and Treff.

181. GP has fully complied with all the Treff Non-Competition and Confidentiality Agreement's terms or has been excused from performance by Treff's prior, material breaches.

182. The Treff Employment Agreement is a valid, binding and enforceable contract between GP and Treff.

183. GP has fully complied with all the Treff Employment Agreement's terms or has been excused from performance by Treff's prior, material breaches.

184. The Treff Consulting Agreement is a valid, binding and enforceable contract between GP and Treff.

185. GP has fully complied with all the Treff Consulting Agreement's terms or has been excused from performance by Treff's prior, material breaches.

186. Treff breached his contractual obligations under all of these agreements by, among other breaches as set forth above: (i) failing to return GP's documents and property upon his departure from GP; (ii) failing to maintain accurate records and to provide those records to GP upon his departure; (iii) retaining GP's information after his last day of work; (iv) destroying or deleting information and materials belonging to GP from his work laptop and from the Ring

camera system; (v) contacting GP's business partners and vendors with whom he worked on behalf of GP after his departure from GP in order to assist a competitor; (vi) going to work for a competitor immediately after his departure; and (vii) using, disclosing, misappropriating and threatening to use, disclose and misappropriate GP's confidential, proprietary and trade secret information.

187. As a result of Treff's breaches of contract, GP has suffered and continues to suffer irreparable harm.

188. As a result of Treff's conduct, GP has suffered and continues to suffer damages in an amount to be determined at trial.

189. GP is entitled to punitive damages because of the willful, malicious and egregious conduct by Treff.

COUNT V
BREACHES OF CONTRACTS
(Against Metzgar)

190. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

191. The Metzgar Non-Competition and Confidentiality Agreement is a valid, binding and enforceable contract between GP and Metzgar.

192. GP has fully complied with all the Metzgar Non-Competition and Confidentiality Agreement's terms or has been excused from performance by Metzgar's prior, material breaches.

193. The Metzgar Employment Agreement is a valid, binding and enforceable contract between GP and Metzgar.

194. GP has fully complied with all the Metzgar Employment Agreement's terms or has been excused from performance by Metzgar's prior, material breaches.

195. The Metzgar NDA is a valid, binding and enforceable contract between GP and Metzgar.

196. GP has fully complied with all the Metzgar NDA's terms or has been excused from performance by Metzgar's prior, material breaches.

197. Metzgar breached her contractual obligations under all of these agreements by, among other breaches: (i) failing to return GP's documents and property upon her departure from GP; (ii) emailing GP documents to her personal email during her employment; (iii) retaining GP's information after her last day of work; and (iv) using, disclosing, misappropriating and threatening to use, disclose and misappropriate GP's confidential, proprietary and trade secret information.

198. As a result of Metzgar's conduct, GP has suffered and continues to suffer irreparable harm.

199. As a result of Metzgar's conduct, GP has suffered and continues to suffer damages in an amount to be determined at trial.

COUNT VI
BREACH OF FIDUCIARY DUTY
(Against Treff)

200. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

201. As an officer of GP, Treff owed fiduciary duties to GP, including the utmost duties of care, loyalty and good faith.

202. Treff occupied a position of trust and confidence while serving as an officer of GP during his employment by GP.

203. As set forth above, Treff misappropriated GP's trade secrets and other confidential information and undertook other efforts to enable Nucleus to unfairly compete with GP, at GP's expense.

204. As a result, Treff acted in a manner that constituted self-dealing and/or benefited himself and/or benefited his new employer Nucleus to the detriment of GP while still employed by GP.

205. Treff's breaches continue to the extent he remains duty-bound not to use or disclose any GP trade secrets after the termination of his employment.

206. Treff also deleted critical information and data belonging to GP, including camera footage and information stored on his hard drive, thereby permanently depriving GP of access to that information.

207. Treff willfully and maliciously breached his fiduciary duties to GP, as set forth above.

208. As a result of Treff's conduct, GP has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law.

209. As a direct and proximate result of Treff's breach, GP has been damaged in an amount to be determined at trial, including but not limited to disgorgement of any and all of Nucleus's ill-gotten gains resulting from the use of GP's trade secrets, GP's lost profits resulting from the misappropriation of its trade secrets, costs of developing trade secrets misappropriated by Defendants, costs of investigating the scope of misappropriation, costs of repairing damaged customer relationships resulting from loss of its trade secrets and GP's reduced development costs.

210. GP is entitled to punitive damages.

COUNT VII
BREACH OF THE DUTY OF LOYALTY

(Against Metzgar)

195. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

196. As an employee of GP, Metzgar owed GP a duty of loyalty while employed by GP.

197. Metzgar occupied a position of trust and confidence while employed by GP.

198. As set forth above, while still employed by GP, Metzgar, without authorization, emailed 30 GP documents to her personal email the day before her partner, Treff, left GP.

199. Metzgar acted in a manner intended to aid Treff and/or a competitor over GP.

200. Metzgar acted in a manner that constituted self-dealing and/or benefited herself to the detriment of GP while still employed by GP, as alleged above.

201. Metzgar willfully and maliciously breached her fiduciary duties to GP, as set forth above.

202. As a result of Metzgar's conduct, GP has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law.

203. As a direct and proximate result of Treff's breach, GP has been damaged in an amount to be determined at trial, including but not limited to disgorgement of any and all of Nucleus's ill-gotten gains resulting from the use of GP's trade secrets, GP's lost profits resulting from the unfair competition, additional costs imposed on GP as a result of Nucleus's unfair competition, costs of repairing damaged customer relationships resulting from unfair competition and GP's reduced development costs resulting from its unfair competition.

COUNT VIII
COMMON LAW UNFAIR COMPETITION
(Against All Defendants)

204. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

205. As alleged above, Treff, Metzgar and Nucleus have all misappropriated GP's confidential information and trade secrets.

206. The confidential information and trade secrets misappropriated by Defendants have commercial value to GP.

207. Defendants acted in bad faith and engaged in malicious conduct to misappropriate GP's confidential information and trade secrets for their own benefit and to the detriment of GP in order to compete with GP by unlawful and improper means.

208. As a direct and proximate result of Defendants' conduct, GP has been damaged in an amount to be determined at trial.

COUNT IX
TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS
(Against Nucleus)

209. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

210. As alleged above, Treff was subject to multiple contractual agreements with GP.

211. Nucleus knew of the terms of the Treff Employment Agreement and the Treff Non-Competition and Confidentiality Agreement both because of its prior dealings with Treff as GP's representative, because GP sent Nucleus a letter informing them of these contracts prior to Treff starting to work for Nucleus and/or while it continued to retain his services and/or because it was provided with copies of these agreements by Treff.

212. Nucleus also owed GP a contractual duty under the Marketing Agreement to avoid any conduct that would damage the goodwill of GP or would otherwise be detrimental to GP.

213. As alleged above, Treff breached his agreements with GP by working for Nucleus.

214. As alleged above, Treff breached his agreements with GP by not maintaining the confidentiality of GP's confidential information and by using, disclosing, misappropriating and threatening to use, disclose and misappropriate GP's confidential, proprietary and trade secret information.

215. Nucleus intentionally induced Treff to breach his contracts with GP by hiring him to work for Nucleus and receiving the benefit of the information Treff misappropriated from GP.

216. Nucleus intentionally induced Treff to breach his contracts with GP by knowingly causing him to use and/or facilitating and/or accepting the benefits of his use of GP's confidential, proprietary and trade secret information.

217. As a direct and proximate result of Nucleus's interference, GP has been damaged in an amount to be determined at trial including but not limited to a disgorgement of all ill-gotten gains procured by Nucleus as a result of its tortious conduct including any profits generated by its employment of Treff and/or use of any of GP's misappropriate trade secrets and confidential information.

218. GP is entitled to punitive damages.

COUNT X
BREACH OF CONTRACT
(Against Nucleus)

216. GP repeats and realleges each and every allegation contained in the preceding paragraphs as if fully set forth herein.

217. The Marketing Agreement is a valid, binding and enforceable contract between GP and Nucleus.

218. GP has fully complied with all the Marketing Agreement's terms or has been excused from performance by Nucleus's prior, material breaches.

219. Nucleus breached its contractual obligations under all of these agreements by, among other breaches: (i) failing to act in a manner that reflected favorably on GP by soliciting Treff away from GP and trying to begin developing competing products; and (ii) engaging in deceptive, unethical or misleading practices that were detrimental to GP by hiring Treff and encouraging Treff to use GP's misappropriated trade secrets and confidential information for Nucleus's benefit.

220. As a result of Nucleus's conduct, GP has suffered and continues to suffer damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, GP respectfully requests that this Court enter judgment in its favor and against Treff, Metzgar and Nucleus as follows:

- a. Granting preliminary and permanent injunctive relief requiring Treff, Metzgar and Nucleus to return to GP all property belonging to GP, including but not limited to GP's documents or materials containing its trade secret and confidential information in their possession, custody or control or to which they have access and, as to any such property containing electronically stored information (ESI), inform GP of all such ESI so that it can permanently delete or destroy and eliminate access to such information by Treff, Metzgar and Nucleus and any and all persons acting in concert with them;
- b. Granting preliminary and permanent injuncting relief enjoining Treff, Metzgar, Nucleus and all persons acting in concert with them from disclosing, using or otherwise misappropriating GP's confidential information and trade secrets;

- c. Granting GP compensatory damages as set forth above with regard to each count of the Complaint, in an amount to be determined at trial;
- d. Granting punitive damages against Defendants in each Count permitting punitive damages by statute and/or common law;
- e. Awarding GP its reasonable attorneys' fees and costs; and
- f. Such other and further relief as the Court deems just and proper.

GP REQUESTS A JURY TRIAL ON ALL MATTERS SO TRIABLE

Dated: October 22, 2025

Respectfully submitted,

TROUTMAN PEPPER LOCKE LLP

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Attorneys for Genomic Prediction, Inc.

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Pursuant to Local Civ. Rule 11.2, the undersigned hereby certifies that the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

By: /s/ Richard J. Reibstein

VERIFICATION

Kelly Ketterson verifies as follows:

I am the Chief Executive Officer of plaintiff Genomic Prediction, Inc. ("GP"). I have read the foregoing Verified Complaint and I hereby verify that, except where made upon information and belief, the factual allegations set forth in the Verified Complaint are true and correct. I make this verification based upon my personal knowledge, my review of the business records maintained by GP, my review of the declarations filed in support of GP's application for preliminary injunctive relief, and my review of the documents referenced in the Verified Complaint.

I verify under penalty of perjury under the laws of the United States and New Jersey that the foregoing is true and correct.

Dated: October 22, 2025

A handwritten signature in black ink, reading "Kelly Ketterson", written over a horizontal line.

Kelly Ketterson