

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

---

GENOMIC PREDICTION, INC.,

Plaintiff,

Case No. 2:25-cv-16850

*Filed Electronically*

vs.

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

Defendants.

---

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S APPLICATION  
FOR A PRELIMINARY INJUNCTION WITH TEMPORARY  
RESTRAINING ORDER AND LIMITED EXPEDITED DISCOVERY**

**TROUTMAN PEPPER LOCKE LLP**

Richard J. Reibstein  
Angelo A. Stio, III  
TROUTMAN PEPPER LOCKE LLP  
104 Carnegie Center Drive, Suite 203  
Princeton, NJ 08540  
(609) 452-0808  
Richard.Reibstein@troutman.com  
Angelo.Stio@troutman.com

Jeffrey S. Kramer (*pro hac vice* forthcoming)  
875 Third Avenue  
New York, NY 10012  
(212) 217-7722  
Jeffrey.Kramer@troutman.com

Alexandra G. Lancey (*pro hac vice* forthcoming)  
2200 Ross Avenue, Suite 2800  
Dallas, TX 75201  
(214) 740-8428  
Alexandra.Lancey@troutman.com  
*Attorneys for Plaintiff Genomic Prediction, Inc.*

**TABLE OF CONTENTS**

|   | <b>Page</b> |
|---|-------------|
| PRELIMINARY STATEMENT .....   | 1           |
| STATEMENT OF FACTS .....  | 5           |
| LEGAL STANDARD.....   | 8           |
| A. Standard for a TRO and Preliminary Injunction. ....                                  | 8           |
| B. Standard for Expedited Discovery.....  | 9           |
| ARGUMENT .....  | 10          |
| A. GP IS ENTITLED TO INJUNCTIVE RELIEF.....   | 10          |
| 1. GP is Likely to Succeed on the Merits.....   | 11          |
| a. Defend Trade Secrets Act and New Jersey Trade Secrets Act<br>Claims .....            | 12          |
| i. Independent Economic Value.....  | 13          |
| ii. Reasonable Measures to Protect.....   | 14          |
| iii. Actual and Threatened Misappropriation.....  | 15          |
| b. Breach of Contract Claims.....   | 20          |
| 2. GP Will Suffer Immediate and Irreparable Harm Unless Defendants<br>are Enjoined..... | 27          |
| 3. The Balance of the Equities Favors Granting GP’s Application .....                   | 28          |
| 4. The Public Interest Favors Granting GP’s Application. ....                           | 29          |
| B. GOOD CAUSE EXISTS TO ALLOW GP TO TAKE LIMITED<br>EXPEDITED DISCOVERY. ....           | 30          |
| CONCLUSION.....   | 32          |

## TABLE OF AUTHORITIES

|  | <b>Page(s)</b> |
|--|----------------|
| <b>Cases</b>   |                |
| <i>Acteon, Inc. v. Harms</i> ,<br>20-cv-14851-NLH-AMD, 2020 WL 6694411 (D.N.J. Nov. 6,<br>2020) .....              | 12, 28, 29     |
| <i>AT&amp;T v. Winback &amp; Conserve Program</i> ,<br>42 F.3d 1421 (3d Cir. 1994) .....                           | 29             |
| <i>AV Sols., LLC v. Keystone Enter. Servs., LLC</i> ,<br>No. 11-3503, 2011 WL 2971222 (D.N.J. July 19, 2011) ..... | 27             |
| <i>Better Packages, Inc. v. Zheng</i> ,<br>2006 WL 1373055 (D.N.J. May 17, 2006).....                              | 31             |
| <i>Bramshill Investments, LLC v. Pullen</i> ,<br>No. 19-18288, 2020 WL 4581827 (D.N.J. Aug. 10, 2020).....         | 12             |
| <i>Doe #1 v. Noem</i> ,<br>781 F.Supp.3d 246 (D.N.J. 2025) .....   | 9              |
| <i>EnviroFinance Group, LLC v. Envntl. Barrier Co.</i> ,<br>LLC, 440 N.J. Super. 325 (App. Div. 2015) .....        | 20             |
| <i>Gucci Am., Inc. v. Daffy’s, Inc.</i> ,<br>2000 WL 1720738 (D.N.J. Nov. 14, 2000) .....                          | 30             |
| <i>Ho-Ho-Kus, Inc. v. Sucharski</i> ,<br>2023 WL 740539 (D.N.J. Nov. 9, 2023) .....                                | 28             |
| <i>Holland v. Rosen</i> ,<br>89F.3d 272, 285-86 (3d Cir. 2018) .....   | 8              |
| <i>Interior Motives, Inc. v. Salvatore</i> ,<br>No. 20-5178, 2020 WL 2611517 (D.N.J. May 22, 2020) .....           | 8              |
| <i>Jiffy Lube Int’l v. Weiss Bros.</i> ,<br>834 F.Supp. 683 (D.N.J. 1993).....                                     | 29             |

*Marsellis-Warner Corp. v. Rabens*,  
51 F.Supp.2d 508 (D.N.J. 1999) .....11

*McKinsey & Co., Inc. v. Shi*,  
2019 WL 6117738 (D.N.J. Nov. 15, 2019) .....30

*Reilly v. City of Harrisburg*,  
858 F.3d 173 (3d Cir. 2017) .....8, 9, 11

*Rodgers Grp., LLC v. Lewis*,  
2022 WL 4095785 (D.N.J. Sept. 7, 2022) .....20

*Strike 3 Holdings, LLC v. Doe*,  
2020 WL 3567282 (D.N.J. June 30, 2020).....9, 10

*Sunbelt Rentals, Inc. v Love*,  
No. 20-cv-17611, 2021 WL 82370 (D.N.J. Jan. 11, 2021) .....*passim*

*Techtronic Indus. N. Am. V. Inventek Colloidal Cleaners LLC*,  
No. 13-cv-4255 (NLH/JS), 2013 WL 4080648 (D.N.J. Aug. 13,  
2013) .....9

*Tilden Recreational Vehicles, Inc. v. Belair*,  
786 F. App'x 335 (3d Cir. 2019).....30

*Tracey v. Recovo Mortg. Mgmt. LLC*,  
451 F.Supp.3d 337 (D.N.J. 2020) .....10

**Statutes**

18 U.S.C. § 1832, *et seq.*..... 1

18 U.S.C. § 1839(5) .....12

18 U.S.C. § 1839(6) .....12

18 USC §1836(b)(3)(A)(i) .....11

Defend Trade Secrets Act, 18 U.S.C. § 1832 .....*passim*

N.J. Stat. Ann. § 56:15-2.....13

New Jersey Computer Related Offenses Act, N.J.S.A. 2A:38A-3.....3, 7, 23

New Jersey Trade Secrets Act § 56:15-1 .....*passim*

**Other Authorities**

Fed. R. Civ. P. § 26(d) .....9

Fed. R. Civ. P. § 65 .....1

Local Rule 65.1 .....1

Plaintiff Genomic Prediction, Inc. (“GP”), by its attorneys Troutman Pepper Locke LLP, respectfully submits this Memorandum of Law in support of its application for a Preliminary Injunction with Temporary Restraining Order and Limited Expedited Discovery pursuant to Federal Rule of Civil Procedure 65 and Local Rule 65.1.

### **PRELIMINARY STATEMENT**

GP seeks a preliminary injunction: (i) enjoining its former employees Nathan Treff (“Treff”) and Talia Metzgar (“Metzgar”), and its competitor Nucleus Genomics, Inc. (“Nucleus” and with Treff and Metzgar, the “Defendants”) from using or disclosing GP’s trade secrets under the federal Defend Trade Secrets Act, 18 U.S.C. § 1832, *et seq.* (“DTSA”) and New Jersey Trade Secrets Act, 56:15-1 *et seq.* (“NJTSA”); (ii) enjoining Treff and Metzgar from using or disclosing GP’s trade secrets and confidential information in violation of their contracts with GP; and (iii) prohibiting Treff from providing services to Nucleus in violation of his non-compete agreement with GP pending the resolution of GP’s claims. GP also seeks a temporary restraining order (“TRO”) enjoining Defendants from using or disclosing its trade secrets and confidential information pending the Court’s decision on the preliminary injunction and limited expedited discovery in aid of this application.

GP is entitled to a preliminary injunction and TRO because it recently discovered that Treff, GP's former Chief Science Officer—who abruptly quit GP, deleted all data from his company laptop and joined Nucleus as its Chief Clinical Officer, in violation of his employment, confidentiality and non-compete agreements with GP—is using some of GP's most vital trade secrets to help Nucleus develop products that compete with GP's best-in-market genetic testing products. GP knows this because of emails from Defendants themselves, including from Nucleus's president to a third party, which were unwittingly sent to Treff's former email address at GP. The emails and their attachments show that Treff is using GP's trade secret research and data from its confidential microarray genotyping project to develop Nucleus's preimplantation genetic testing ("PGT") products to compete with GP's same products. This is just one of many GP trade secrets in Treff's possession that would help Nucleus unfairly compete with GP.

The current use and disclosure of these trade secrets by Treff and Nucleus, and the imminent threat that all Defendants will disclose or use GP's other trade secrets, have caused GP irreparable injury. Absent an immediate and preliminary injunction, there is an intolerable risk that Treff and Metzgar (Treff's household partner, who sent 30 of GP's documents to her personal email account the day before Treff resigned without advance notice) will use or disclose GP's trade secrets and confidential information to Nucleus, GP's direct competitor, which now employs Treff in a high-

level position roughly comparable to the position he held at GP, and that Nucleus will continue to use those trade secrets to unfairly compete with GP. Without an injunction, GP would suffer a major loss of its trade secrets that it has spent years developing and a resultant diminished position in the IVF and genomic prediction industries.

GP will succeed on the merits of its trade secret misappropriation and breach of contract claims.<sup>1</sup> The evidence demonstrates that Treff and Nucleus are using GP's trade secrets to help Nucleus develop embryonic genetic testing products that compete with GP's products. Further, there is an imminent threat that Treff and Nucleus will use or disclose GP's other trade secrets, given Treff's position at Nucleus, Nucleus's actual development of competing products and the fact that Defendants already misappropriated some of GP's trade secrets. The evidence also will demonstrate that Treff and Metzgar obtained GP's trade secrets without authorization and did not return them to GP when their employment ended. On the contract claims, Treff and Metzgar cannot dispute that they signed agreements with GP that prohibit them from using or disclosing GP's confidential information or retaining that information after they leave GP. Treff and Metzgar breached those provisions by retaining GP's confidential information. Treff also breached his

<sup>1</sup> Treff also blatantly violated the New Jersey Computer Related Offenses Act ("CROA"), N.J.S.A. 2A:38A-3, but that is not a basis for GP's instant request for a preliminary injunction.

contract by using GP's confidential information while employed by Nucleus. Finally, Treff agreed not to join a competitor of GP for 18 months after leaving GP. He breached that provision by providing and continuing to provide services for Nucleus.

Defendants will not suffer harm by being ordered not to use or disclose GP's trade secrets and confidential information because they are legally obligated not to do those things. If Treff suffers any harm from being enjoined from providing services to Nucleus, that is of his own making. He signed and then willfully breached agreements barring him from disclosing GP's confidential information and working for competitors like Nucleus. Moreover, any harm to Treff is far outweighed by the harm GP would suffer if the injunction does not issue. Critically, both Treff and Metzgar acknowledged in their agreements with GP that GP could seek injunctive relief under these circumstances due to the "irrevocable" nature of these kinds of breaches.

Accordingly, GP is entitled to a preliminary injunction enjoining Defendants from using or disclosing GP's trade secrets and confidential information and requiring Treff to comply with his non-compete agreement, which prevents him from providing services to Nucleus. For the same reasons, GP is entitled to a TRO immediately enjoining Defendants from using or disclosing GP's trade secrets. GP

has shown good cause to obtain expedited discovery in aid of its request for injunctive relief.

### **STATEMENT OF FACTS**

To minimize repetition and conserve the Court’s time and resources, GP incorporates by reference the “Facts Common to All Counts” in GP’s Verified Complaint [ECF No. 1] and the Declarations of Kelly Ketterson (“Ketterson Dec.”) and Kim Miller (“Miller Dec.”) attached thereto as Exhibit A and Exhibit B, respectively. GP respectfully refers the Court to those documents for all the facts supporting this application, but for the Court’s ease of reference, a summary of the material facts follows.

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, for the past eight years, was its Chief Science Officer. 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 partner and shares a household with him.

As part of their employment with GP, Treff and Metzgar signed agreements with GP that prohibited them from misusing and disclosing GP’s confidential information and other intellectual property. Treff also signed an employment

agreement that prohibited him from working for a competitor for 18 months following the end of his employment with GP.

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 help lead GP in its effort to create and improve GP's proprietary methods, procedures and techniques. In that role, Treff learned and knew all the trade secrets GP uses to develop, perform and improve its PGT products. Treff also kept voluminous amounts of GP's trade secret research, data and other confidential information on his GP-owned company laptop, instead of saving it to GP's secured shared drive.

In the summer of 2025, Nucleus, a DNA-testing company that provides reports based on genomic data analyzed by genetic testing labs like GP, sought to offer IVF products involving embryonic DNA testing performed by other companies. Because Nucleus could not do the laboratory work itself, it contracted with GP for GP to use its own genetic testing methods to provide test results for patients. Around that time, Nucleus made overtures about acquiring GP. But no deal was struck, and it soon became apparent that Nucleus was looking only for inroads to misappropriate GP's processes and methodologies in the hopes of quickly

replicating what GP spent years building. Nucleus realized it could try to accomplish that by hiring away Treff.

On August 12, 2025, Treff abruptly resigned from GP without any notice. Just before resigning, Treff permanently deleted GP's trade secrets and confidential information on his company laptop computer including materials of which he had the only copy. Given their enormous value, GP suspects Treff copied these materials before wiping the laptop clean and retained possession of them. GP also discovered that on the evening of August 11, 2025, just hours before Treff resigned, Metzgar emailed 30 GP documents, some containing GP's research and confidential standard operating procedures, from her GP email address to her personal Yahoo email account.

Shortly after Treff resigned from GP, Nucleus hired Treff as its Chief Clinical Officer. In early October 2025, GP learned that Treff was helping Nucleus develop its PGT tests in ways that appeared virtually identical to GP's PGT testing methods. Critically, on October 20, 2025, GP learned in a misaddressed email from Nucleus' president that Treff and Nucleus *are* 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 PGT testing that competes with GP's.

It is now indisputable that Treff engaged not only in a criminal and civil violation of the New Jersey Computer Related Offenses Act when he permanently

deleted GP trade secrets from the company-issued laptop computer just before resigning, but also in a blatant misappropriation of GP's most valuable trade secrets in violation of the DTSA and NJTSA, and that Nucleus is engaging Treff to use GP's trade secret research and analysis for competitive purposes. Treff's and Metzgar's misconduct are also willful breaches of their agreements with GP. Given the circumstances, it is crystal clear to GP that Treff has used or will continue to use GP's other trade secrets to help Nucleus compete with GP.

### **LEGAL STANDARD**

#### **A. Standard for a TRO and Preliminary Injunction.**

The standard for issuing a temporary restraining order and a preliminary injunction is the same. *See Interior Motives, Inc. v. Salvatore*, No. 20-5178, 2020 WL 2611517, at \*2 (D.N.J. May 22, 2020). To obtain a temporary restraining order and/or preliminary injunction, the moving party must establish: “(1) a likelihood of success on the merits; (2) that [it] will suffer irreparable harm if the injunction is denied; (3) that granting preliminary relief will not result in even greater harm to the nonmoving party; and (4) that the public interest favors such relief.” *Holland v. Rosen*, 89F.3d 272, 285-86 (3d Cir. 2018). These are weighted factors, not elements. *Reilly v. City of Harrisburg*, 858 F.3d 173, 179 (3d Cir. 2017).

The most “critical factors” are likelihood of success and irreparable harm. *Id.* A plaintiff must first establish that “it can win on the merits (which requires a

showing significantly better than negligible but not necessarily more likely than not) and that it is more likely than not to suffer irreparable harm in the absence of preliminary relief.” *Id.* If these factors are met, then a court will consider the remaining two factors. *Id.* However, “[a]s a practical matter, if a plaintiff demonstrates both a likelihood of success on the merits and an irreparable injury, it almost always will be the case that the public interest will favor the plaintiff.” *Doe #1 v. Noem*, 781 F.Supp.3d 246, 268 (D.N.J. 2025) (internal quotations omitted).

**B. Standard for Expedited Discovery.**

Federal Rule of Civil Procedure 26(d) does not set a standard for determining when expedited discovery should be permitted. *Techtronic Indus. N. Am. V. Inventek Colloidal Cleaners LLC*, No. 13-cv-4255 (NLH/JS), 2013 WL 4080648, at \*1 (D.N.J. Aug. 13, 2013). As a result, “courts in this District have fashioned two standards for assessing whether expedited discovery is appropriate, the most prominent of which has been labeled the good cause standard.” *Strike 3 Holdings, LLC v. Doe*, 2020 WL 3567282 at \*4 (D.N.J. June 30, 2020). Good cause for expedited discovery “exists where the need for expedited discovery, in consideration of the administration of justice, outweighs the prejudice to the responding party.” *Id.* (internal quotations omitted). In determining whether good cause exists, courts typically consider, “(1) the timing of the request in light of the formal start to discovery; (2) whether the request is narrowly tailored; (3) the purpose of the

requested discovery; (4) whether the discovery burdens the defendant; and (5) whether the defendant can respond to the request in an expedited manner.” *Id.* Finally, courts in this District have found that, “[e]xpedited discovery is particularly appropriate when a plaintiff seeks injunctive relief because of the expedited nature of injunctive proceedings.” *Tracey v. Recovo Mortg. Mgmt. LLC*, 451 F.Supp.3d 337, 344-45 (D.N.J. 2020) (finding good cause existed for expedited discovery because movant also sought preliminary injunctive relief).

### **ARGUMENT**

#### **A. GP IS ENTITLED TO INJUNCTIVE RELIEF.**

GP meets all the elements necessary to obtain preliminary and immediate injunctive relief, both under the DTSA and NJTSA and to enforce Treff’s and Metzgar’s contracts. GP is likely to succeed on the merits of its trade secret misappropriation and breach of contract claims for essentially the same reason: GP can demonstrate that Treff, Metzgar and Nucleus used or disclosed, or are threatening to use or disclose, GP’s trade secrets and confidential information. GP’s confidential information is being used to help Nucleus, a competitor, develop products that compete with GP’s. This misconduct violates both the trade secrets statutes and breaches Treff’s and Metzgar’s agreements with GP. GP can show irreparable harm because in this District the loss of valuable trade secrets to a competitor is always an irreparable harm, and both Treff and Metzgar agreed in their

contracts that breaching the contracts in this way constitutes irreparable harm. Defendants will not be harmed by the Court prohibiting them from conduct they legally cannot do or contractually agreed not to do, and any harm suffered is outweighed by the harm GP will suffer if Defendants are not enjoined from using GP's trade secrets.

**1. GP is Likely to Succeed on the Merits.**

To demonstrate likelihood of success on the merits, GP need only show that its chances of prevailing are "significantly better than negligible but not necessarily more likely than not." *See Reilly v. City of Harrisburg*, 858 F.3d 173, 179 (3d Cir. 2017) (citation omitted). The DTSA expressly permits injunctive relief to prevent any actual or *threatened* misappropriation of a trade secret. 18 USC §1836(b)(3)(A)(i) (emphasis added). Furthermore, when evaluating a preliminary injunction based on pendent state law claims, "it is sufficient that [movant] be found likely to succeed on one of the common law claims." *Marsellis-Warner Corp. v. Rabens*, 51 F.Supp.2d 508, 520-21 (D.N.J. 1999).

As more fully show below, GP will likely succeed on the merits of its claims that Defendants violated the DTSA and NJTSA, and that both Treff and Metzgar breached their agreements with GP. Treff and Nucleus are using GP's trade secret microarray genotype research to help develop Nucleus's competing PGT products. And there is an imminent threat that Treff will disclose, and Nucleus will use, GP's

other trade secrets that Treff possesses. Further, Treff and Metzgar retained GP's trade secrets and confidential information after their employment with GP terminated, in violation of their contracts. Finally, Treff's employment by Nucleus violates his non-compete. Nucleus competes with GP by offering similar DNA-testing analyses to the same potential customers as GP, IVF patients. More importantly, Nucleus has developed or is developing PGT products that directly compete with GP's.

***a. Defend Trade Secrets Act and New Jersey Trade Secrets Act Claims***

In this District, “the analysis under the DTSA folds into that of the NJTSA.” *See Sunbelt Rentals, Inc. v Love*, No. 20-cv-17611 (RMB/AMD), 2021 WL 82370 at \*23 (D.N.J. Jan. 11, 2021) (citing *Austar Int’l Ltd. v. AustarPharma LLC*, 425 F.Supp.3d 336, 355 (D.N.J. 2019)). The Third Circuit has held that under both the DTSA and the NJTSA, a plaintiff must demonstrate: (1) the existence of a trade secret, “defined broadly as information with independent economic value that the owner has taken reasonable measures to keep secret,” and (2) misappropriation of that trade secret. *Id.* (citing *Par Pharm. Inc. v. Quva Pharma, Inc.*, 764 Fed. App’x 273, 278 (3d Cir. 2019)).

This Court has repeatedly held that, considering the DTSA’s definitions of “misappropriation” (18 U.S.C. § 1839(5)) and “improper means” (18 U.S.C. § 1839(6)), “the DTSA contemplates three theories of liability: (1) acquisition, (2) disclosure, or (3) use.” *Sunbelt Rentals*, 2021 WL 82370, at \*23; *Acteon, Inc. v.*

*Harms*, 20-cv-14851-NLH-AMD, 2020 WL 6694411, at \*9 (D.N.J. Nov. 6, 2020); *Bramshill Investments, LLC v. Pullen*, No. 19-18288, 2020 WL 4581827, at \*3 (D.N.J. Aug. 10, 2020)). The NJTSA’s definitions of “trade secret” (N.J. Stat. Ann. § 56:15-2), “misappropriation” (*id.*) and “improper means” (*id.*) are substantially similar to the DTSA’s definitions. *Sunbelt Rentals*, 2021 WL 82370 at \*24. Synthesizing the two statutes’ definitions, this Court has held that DTSA and NJTSA claims require the existence of three key elements: (1) “information that derives independent economic value, that (2) the owner has taken reasonable measures to keep secret, and that (3) the defendant improperly acquired, disclosed, or used.” *Id.* Here, GP satisfies all three elements.

**i. Independent Economic Value**

GP derives independent economic value from the trade secrets at issue here. Indeed, the confidential information Defendants misappropriated and threaten to misappropriate some of GP’s most critical intellectual property and commercially sensitive materials. As detailed in the Verified Complaint and Ketterson Declaration, these include: GP’s trade secret methods for performing its genomic testing (*see* Verified Complaint (“*Compl.*”) at ¶¶ 27-30; confidential research and development to validate its tests and to adapt and onboard new technology from Illumina to make its testing process faster (the “Illumina Project”, *see* *Compl.* at ¶ 31); and GP’s pricing,

cost, customer and other business information including its “Controlled Documents” (see *Id.* at ¶¶ 34-39).

GP’s proprietary methods for conducting its PGT testing set it apart in the industry. GP has best-in-class products that are unlike any of the other products offered on the market today because GP uses embryonic DNA and employs unique and highly proprietary techniques, processes and polygenic predictors to do its testing. *Id.* ¶¶ 24-26. Specifically, GP’s testing uses trade secret protocols for extracting, preparing and amplifying embryonic DNA; trade secret techniques for genotyping DNA using SNP microarray readers (which is unique to GP); trade secret methods for screening for aneuploidy, which makes GP’s tests far more accurate than other similar products; and trade secret “polygenic predictors,” which are statistical models that GP has developed over years of refinement and validation. *Id.* ¶¶ 27; Ketterson Dec. at ¶¶ 10-29. GP is the only company in the world to process embryo samples this way, and GP has spent years and millions of dollars developing these trade secrets.

## **ii. Reasonable Measures to Protect**

GP carefully protects its trade secrets and confidential information from disclosure, both internally and externally to GP. As described more fully in the Miller Declaration, GP maintains the secrecy of its confidential information in the following ways: (1) access to GP’s systems, on which this information is stored, is password protected, and subject to multi-factor authentication supported and controlled by a

central administrator; (2) GP remotely manages electronic devices, such that if a laptop or tablet containing GP confidential information is lost or stolen, GP can wipe that information off of the device remotely; (3) GP limits employee access to information based on their position, location and department; (4) upon termination, employees' access to GP's systems and files is withdrawn; (5) employees are required to return all devices, documents and materials in their possession on or before their last day of work for GP; (6) GP's information is kept on a single server, under lock and key, and only one GP employee has access; (7) GP issues an employee handbook that contains policies prohibiting employees from misusing or disclosing GP's confidential information and intellectual property; and (8) employees receive annual training about cybersecurity and the protection of confidential information. *See* Miller Dec. at ¶¶ 2-22.

### **iii. Actual and Threatened Misappropriation**

All three Defendants have misappropriated GP's trade secrets by retaining, using, disclosing or acquiring them without authorization. Additionally, Defendants' use of some of GP's trade secrets, combined with Treff's role at Nucleus to help Nucleus develop competing PGT products, creates the imminent threat that Treff will continue to use and disclose further trade secrets to Nucleus, and that Nucleus will continue to use GP's trade secrets already being used by Treff as its employee and will use other GP trade secrets that Treff has possession of.

Treff has disclosed, and Nucleus has used, GP's trade secret research and data from its confidential Illumina pilot program to help Nucleus develop its PGT products. As described in detail in the Verified Complaint and Ketterson Declaration, in his new role as Chief Clinical Officer of Nucleus, Treff is developing for Nucleus an embryonic DNA testing product and service, which is precisely what GP offers. Compl. at ¶¶ 141-154; Ketterson Dec. at ¶¶ 142-149. 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 the use of an Illumina genotyping platform virtually identical to the Illumina Project, which GP has been working on for two years. Compl. ¶¶ 31(a); 32, 63-64, 68; Ketterson Dec. at ¶¶ 30-37, 142. As GP's lab director, Treff was aware of this research and the preliminary results that showed GP very likely would be able to onboard and use the same Illumina platform. Compl. ¶¶ 141, 148; Ketterson Dec. AT ¶¶ 150, 152.

On October 16, 2025, GP learned that Treff, on behalf of Nucleus, was receiving embryo samples from Kindbody's IVF clinics and having a company called Sampled sequence or genotype the DNA of those embryos, who would then send the embryonic DNA sequences back to Treff. Compl. at ¶142; Ketterson Dec. at ¶ 143. Then, on October 20, 2025, GP discovered another email sent by Nucleus that appeared to have been accidentally sent to Treff's GP email address. Compl. at

¶¶ 144-49; Ketterson Dec. at ¶¶ 144-49. That email from Matt Lanter, Nucleus’s president, with a cc: to Kian Sadeghi, Nucleus’s CEO, had the subject line “RE: Sampled <> Nucleus SOW3.” 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.”

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 was on Treff’s laptop computer but which he subsequently deleted when he resigned from GP. Treff’s involvement in Nucleus’s “embryo pilot” program and Nucleus’s use of that specific Illumina platform (as reflected in the email from Nucleus’s president) shows that Treff is using GP’s trade secrets to help Nucleus develop embryonic DNA testing products to compete with GP. The only way Treff would know that that specific Illumina platform is viable for embryo applications is based on exhaustive trade secret research in which he was intimately involved at GP over the last two years. Compl. at ¶ 148; Ketterson Dec. at ¶ 150.

There also is an imminent threat that Treff will disclose, and Nucleus will use, GP’s other trade secrets. Treff possesses a great deal of GP’s most sensitive

information in his head, including: GP's trade secret molecular techniques for processing cell samples, amplifying DNA, and creating test samples for processing using SNP array readers; knowledge of how GP evaluates, validates and refines its polygenic predictors; validation methods for GP's PGT-A testing products; information about the Illumina Project; GP's clients and pricing for those clients; and GP's research and development priorities. Ketterson Dec. at ¶¶ 52-6.1. Treff also maintained a staggering amount of GP's trade secrets and confidential information on his company laptop, right up until the day he quit and wiped the laptop clean, including: research, data and analysis concerning the Illumina Project; .CEL and/or .vcf files containing raw data obtained from sampling projects; materials related to GP's polygenic predictors and their performance; proposals for GP's research and development projects; reference lab agreements; unpublished scientific papers; and spreadsheets of genotyping data. Ketterson Dec. at ¶ 63. Additionally, Treff accessed the "Direct Labor Costs v. Sampled" spreadsheet hours before he resigned. Compl. at ¶ 131; Ketterson Dec. at ¶ 132.

Consequently, Treff possesses many of its trade secrets, either in his memory or in materials exfiltrated from GP. Treff quit GP without even a day's notice, wiped his company laptop clean and deleted the video footage from GP's laboratory security cameras. Compl. at ¶¶ 124-130. In his role for Nucleus, which GP now knows involves helping Nucleus create PGT products that compete with GP, Treff will

inevitably use GP's trade secret information (even if limited to the GP trade secrets that Treff has in his head) in developing Nucleus's products or helping Nucleus acquire or improve a third party's DNA testing lab. Compl. ¶¶ 150-56; Ketterson Dec. at ¶¶ 150-58.

Furthermore, courts in this District recognize that even without direct evidence of the use or disclosure of trade secret information at this stage, "an employer may meet its burdens under the DTSA and NJTSA simply by demonstrating that there is a sufficient likelihood of inevitable disclosure of its trade secrets to a competitor." *Sunbelt Rentals*, 2021 WL 82370, at \*25 (finding that a preliminary injunction was appropriate where there was a substantial likelihood that a former employee would disclose plaintiff's trade secrets to a competitor both under the DTSA *and* by enforcing a noncompete agreement). Under these circumstances, GP has demonstrated there is an imminent threat of the use and disclosure of its additional trade secrets.

Metzgar, Treff's household partner, misappropriated GP's trade secrets by emailing 30 Controlled Documents from her work email address to her personal Yahoo.com email address containing confidential information belonging to GP, including a trade secret "workflow" document that is not shared publicly. Compl. at ¶¶ 114-116; Ketterson Dec. at ¶¶ 113-116. When confronted, Metzgar did not even try to justify any work-related reason for having sent those GP documents from work to her personal email address and claimed the documents were "her property."

Ketterson Dec. at ¶¶ 118-119. Shortly thereafter, GP terminated Metzgar. Ketterson Dec. at ¶¶ 121-122. Metzgar thereby improperly acquired these materials by secretly accessing them and retaining the materials after her employment ended. *See, e.g., Rodgers Grp., LLC v. Lewis*, 2022 WL 4095785, at \*4 (D.N.J. Sept. 7, 2022) (finding allegations that the defendant misappropriated confidential data by acquiring information without authorization before and after resigning were sufficient to withstand motion to dismiss).

***b. Breach of Contract Claims***

To prevail on a breach of contract claim under New Jersey law, a party must show the existence of a contract, that the other party failed to perform a contractual obligation, and resulting damages. *EnviroFinance Group, LLC v. Env'tl. Barrier Co., LLC*, 440 N.J. Super. 325, 345 (App. Div. 2015) (citation omitted).

As outlined above, Treff breached the confidential information provisions of the Treff Non-Competition and Confidentiality Agreement by: (i) failing to return GP's documents and property on or before his last day of work; (ii) retaining GP's confidential, proprietary, and trade secret documents and information after his last day of work; (iii) using, disclosing, and misappropriating GP's confidential, proprietary, and trade secret information; (iv) failing to provide records to GP upon his departure; and (v) deleting or destroying information belonging to GP. Compl. at ¶ 186. Indeed, the definition of "Confidential Information" in the Treff Non-

Competition and Confidentiality Agreement is more expansive than the statutory definition of a trade secret.

Treff also breached the non-compete and related provisions of the Treff Non-Competition and Confidentiality Agreement by (i) providing services to Nucleus, who is actively competing with GP; and (ii) using relationships developed at GP in the interests of later competition on behalf of Nucleus. *Id.*

The Treff Non-Competition and Confidentiality Agreement and Employment Agreement are binding contracts. Under the terms of the Treff Non-Competition and Confidentiality Agreement, Treff was required not to 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 "at all times during the term of the Relationship with [GP] and thereafter." 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 Mr. Treff "obtain[ed] or create[d]." 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" would be fully assigned to GP, without limitation. Treff represented that he had no prior inventions,

developments or trade secrets that were not being assigned to GP. Compl. at ¶¶ 71-83 (citing Ketterson Dec, Ex. 1).

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. Ketterson Dec., Ex. 1 at § 3.5.1.

Treff also agreed to “keep and maintain adequate and current 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.” Ketterson Dec., Ex. 1 at § 3.3 (emphasis added). 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.*” Ketterson Dec., Ex. 1 at § 4.0 (emphasis added).

By deleting all data, records, notes, reports, proposal, research projects and the other GP property on his device, by not maintaining them and making them

unavailable to GP, and by purposefully deleting them all from his laptop, he violated these contractual provisions—in addition to violating the criminal and civil provisions of CROA.

By working now for Nucleus as its Chief Clinical Officer and leveraging relationships that GP developed with partners like Kindbody and Illumina for Nucleus’s benefit, Treff violated no less than four additional contractual provisions in the Treff Non-Competition and Confidentiality Agreement.

One such covenant was “not to use relationships developed prior to leaving [GP] in the interests of later competition against [GP],” which Treff is directly violating. Ketterson Dec., Ex. 1 at § 6.0.

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].” Ketterson Dec., Ex. 1 at § 6.1. Treff was involved in developing GP’s relationship with Nucleus prior to his resignation. Ketterson Dec. at ¶ 155.

Section 6.2 of the Treff Confidentiality Agreement specifies the 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.” Ketterson Dec., Ex. 1.

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.” Ketterson Dec., Ex. 1 at § 6.3.

Treff also signed and breached another agreement with GP: his Employment Agreement that incorporated the Treff Non-Competition and Confidentiality Agreement and further transferred all of Mr. Treff’s “pre-existing business projects and relationships” to GP. In the Employment Agreement, Mr. Treff agreed to “comply with all applicable laws, rules and regulations, as well as with the Company’s policies, compliance manuals and procedures.” Ketterson Dec., Ex. 2 at §§1, 6.

Because Treff violated all these obligations, including by continuing to retain this information (*see* Compl. at ¶¶ 129, 153, 154, and 186), GP has shown that it is likely to succeed on its claim that he breached his contracts with GP.

Metzgar also violated her agreements with GP by (a) emailing confidential, proprietary and/or trade secret documents to her personal email; (b) failing to protect

the secrecy of GP's confidential information; and (c) failing to return all of GP's confidential information upon her departure.

At the start of her employment, Metzgar executed the Metzgar Employment Agreement that incorporated both the Metzgar NDA and the Metzgar Non-Competition and Confidentiality Agreement. Compl. ¶ 87. In the Metzgar Non-Competition and Confidentiality Agreement, Metzgar agreed to hold all of GP's confidential information "in the strictest confidence, and not to use [it], except for the benefit of [GP] to the extent necessary" to perform her GP duties. Ketterson Dec., Ex. 5 at § 3.2. 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 Ms. Metzgar "obtain[ed] or create[d]." *Id.*

Metzgar further agreed to "keep and maintain adequate and current 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." Ketterson Dec., Ex. 5 at § 4.3. Metzgar also 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.

Ketterson Dec., Ex. 5 at § 3.5

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. Metzgar, as did other GP employees, also signed an acknowledgment of the Employee Handbook, which requires all GP personnel to keep GP’s information confidential and states that, “[a]ny 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.” Ketterson Dec., Ex. 6, at § 5-7 (emphasis added). The Employee Handbook also requires departing employees to return all company property, including confidential information. Ketterson Dec., Ex. 5 at § 5-17.

Metzgar’s misconduct described above, including the emailing of GP Controlled Documents to her personal email address within 24 hours before her household partner Treff abruptly resigned without any advance notice and her failure to return that information, which she has likely retained, (*see* Compl. ¶ 197)

demonstrates that she breached these obligations, and that GP is thus likely to succeed on its claim that she breached her agreements with GP.

**2. GP Will Suffer Immediate and Irreparable Harm Unless Defendants are Enjoined.**

Unless the Court grants this application, GP will suffer and continue to suffer immediate and irreparable harm because of the defendants' violations of the DTSA and NJTSA and Treff's and Metzgar's breaches of their respective contracts.

First, Treff and Metzgar expressly acknowledged in their agreements with GP that their breaches of the Treff Non-Competition and Confidentiality Agreement and the Metzgar Non-Competition and Confidentiality Agreement, respectively, would cause GP "substantial and irrevocable damage, which is difficult to measure," and waived their right to argue that GP had an adequate remedy at law. Ketterson Dec. at Ex. 1, § 8.6; Ketterson Dec. at Ex. 5, § 7.6. Courts in this District have taken such provisions into account when conducting an irreparable harm analysis. *See, e.g., AV Sols., LLC v. Keystone Enter. Servs., LLC*, No. 11-3503, 2011 WL 2971222, at \*3 (D.N.J. July 19, 2011).

Second, the Third Circuit and courts in this District routinely hold that companies will be irreparably harmed by the unauthorized disclosure of their trade secrets to their competitors, due to the resultant loss of business opportunities and goodwill. *See Acteon, Inc.*, 2020 WL 6694411, at \*10 (collecting cases). Specifically, "[t]he Third Circuit has held that trade secret misappropriation *always causes harm*

because the value of the secret is destroyed when it is revealed to unauthorized third parties.” *Ho-Ho-Kus, Inc. v. Sucharski*, 2023 WL 740539, at \*9 (D.N.J. Nov. 9, 2023) (citation omitted) (emphasis added).

As explained above, Treff and Metzgar both misappropriated GP’s trade secrets and confidential information. Treff immediately went to work for a competitor and has taken overt steps to use GP trade secrets to develop a competing product with that competitor. GP’s trade secrets and confidential information are being used by Treff for the benefit of GP’s competitor, Nucleus, resulting in loss of competitive business advantage and goodwill, or the imminent threat of such loss.

Last, as discussed *infra* at pp. 21-22, courts in this District have found that a preliminary injunction is appropriate both under the DTSA *and* where there is a noncompete agreement in place. *See Sunbelt Rentals*, 2021 WL 82370, at \*25.

### **3. The Balance of the Equities Favors Granting GP’s Application**

The balance of the equities favors GP. Without its requested injunctive relief, GP will suffer immeasurable and irreparable harm as described above.

On the other hand, Defendants would not suffer any harm, let alone irreparable harm, if the Court grants GP’s application for preliminary injunctive relief. The Defendants legally and contractually are not permitted to use or disclose GP’s trade secrets, so a Court order prohibiting them from doing so would cause no harm.

Treff may argue he is harmed by the restriction on his employment. However, “this is the bargain that [he] struck.” *Sunbelt*, 2021 WL 82370 at \*21 (finding harm to former employer from former employee’s breach of contract by trade secret misappropriation outweighed harm to former employee from enforcing non-compete provision). Treff agreed not to work for GP’s competitors and not to misappropriate GP’s intellectual property. He breached both and misappropriated GP’s trade secrets. Any harm caused to him by this injunction is of his own making and far outweighed by the harm to GP if the injunction does not issue. *See id.* at \* 27 (“injury a defendant might suffer if an injunction were imposed may be discounted by the fact that the defendant brought that injury upon himself.”); *see also Jiffy Lube Int’l v. Weiss Bros.*, 834 F. Supp. 683, 693 (D.N.J. 1993).

#### **4. The Public Interest Favors Granting GP’s Application.**

Where a plaintiff demonstrates a likelihood of success on the merits and irreparable injury, as GP has done here, “it almost always will be the case that the public interest will favor the plaintiff.” *AT&T v. Winback & Conserve Program*, 42 F.3d 1421, 1427 n.8 (3d Cir. 1994). Further, the Third Circuit has recognized that “the public has an interest in safeguarding an employer’s confidential information,” and “there is a generalized public interest in upholding the inviolability of trade secrets and enforceability of confidentiality agreements.” *Acteon Inc.*, 2020 WL 6694411, at \*12 (citing *Bimbo Bakeries USA, Inc. v. Botticella*, 613 F.3d 102, 119

(3d Cir. 2010)); *see also Tilden Recreational Vehicles, Inc. v. Belair*, 786 F. App'x 335, 342–43 (3d Cir. 2019) (public interest factors are to “discourage the wrongful use of confidential information, protect legitimate business interests and prevent unlawful competition,” affirming the district court's finding on the public interest factor that the protection of confidential information “outweighs the temporary restriction on [the former employee's] choice of employment”). Further, as the noncompete provisions in the Treff Confidentiality Agreement expressly state, they are based in large part on preventing Treff from using GP’s trade secrets and business relationships. For all the reasons stated above, GP’s application for injunctive relief advances the public interest in safeguarding a company’s confidential information. There is no countervailing public harm that would be caused by the granting of this application, and the injunctive relief GP seeks does not violate any New Jersey public policy.<sup>2</sup>

**B. GOOD CAUSE EXISTS TO ALLOW GP TO TAKE LIMITED EXPEDITED DISCOVERY.**

In this instance, limited expedited discovery in support of GP’s application for a preliminary injunction with TRO is necessary. The federal district courts have

<sup>2</sup> Furthermore, the Court may waive the security requirement set forth in Fed.R.Civ.P. 65(c) and GP requests that it do so here in light of the nature of the relief sought. *See, e.g., LCN Enters., Inc. v. City of Asbury Park*, 197 F. Supp. 2d 141, 154 (D.N.J. 2002), *as amended* (Apr. 5, 2002); *McCormack v. Township of Clinton*, 872 F.Supp. 1320, 1328 (D.N.J.1994).

broad powers with respect to discovery. *See Gucci Am., Inc. v. Daffy's, Inc.*, 2000 WL 1720738, at \*5 (D.N.J. Nov. 14, 2000). “Expedited discovery is particularly appropriate when a plaintiff seeks injunctive relief because of the expedited nature of injunction proceedings.” *McKinsey & Co., Inc. v. Shi*, 2019 WL 6117738, at \*2 (D.N.J. Nov. 15, 2019) (internal quotations omitted). As a result, “[e]xpedited discovery has been ordered where it would better enable the Court to judge the parties’ interests and respective chances for success on the merits at a preliminary injunction hearing.” *Better Packages, Inc. v. Zheng*, 2006 WL 1373055, at \*3 (D.N.J. May 17, 2006) (internal quotations omitted). “If narrowly tailored to fit the needs of a preliminary injunction hearing, leave to conduct expedited discovery should be granted.” *Id.* (citing *Ent. Tech. Corp. v. Walt Disney Imagineering*, 2003 WL 22519440 (E.D. Pa. Oct. 2, 2003)).

Here, expedited discovery is appropriate because GP is seeking limited, narrowly tailored discovery (consisting of seven interrogatories and six document requests for Treff, three interrogatories and four document requests for Metzgar, and two interrogatories and four document requests for Nucleus, along with that just eight total hours of deposition testimony across all three Defendants) will allow GP to present critical facts to the Court in support of its request for a preliminary injunction. The limited discovery sought by GP is designed to ascertain a better understanding of the universe of trade secret documents and other confidential information that was

misappropriated by Defendants, whether or not that information is still in Defendants' possession, whether Treff has used GP's trade secrets at Nucleus or will do so inevitably, and the scope of Treff and Metzgar's breaches of contract and breaches of their duties to GP.

Moreover, Defendants will not be unduly prejudiced by this request as it pertains directly to trade secrets and to Treff's hiring by GP. This information should be easy for Defendants to gather and provide, and GP will work with the Defendants to ensure that discovery is limited to GP's trade secret and confidential information and not Nucleus's.

Therefore, GP respectfully requests that the Court allow it to take limited, reasonable expedited discovery in the manner set forth as Exhibit A to the Reibstein Certification.

### **CONCLUSION**

For the foregoing reasons, GP respectfully requests that the Court grant the instant application.

Dated: October 24, 2025

TROUTMAN PEPPER LOCKE LLP

*s/ Richard J. Reibstein*

Richard J. Reibstein  
Angelo A. Stio, III  
104 Carnegie Center Drive, Suite 203  
Princeton, NJ 08540  
(609) 452-0808  
Richard.Reibstein@troutman.com  
Angelo.Stio@troutman.com

Jeffrey S. Kramer (*pro hac vice* forthcoming)  
875 Third Avenue  
New York, NY 10012  
(212) 217-7722  
Jeffrey.Kramer@troutman.com

Alexandra G. Lancey (*pro hac vice* forthcoming)  
2200 Ross Avenue, Suite 2800  
Dallas, TX 75201  
(214) 740-8428  
Alexandra.Lancey@troutman.com  
*Attorneys for Plaintiff Genomic Prediction, Inc.*