

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

GENOMIC PREDICTION, INC.,

Plaintiff,

vs.

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

Defendants.

Case No. 2:25-cv-16850-SDW-AME

District Judge Susan D. Wigenton

Magistrate Judge Andre M. Espinosa

Motion Date: November 4, 2025

**SUPPLEMENTAL DECLARATION OF KELLY KETTERSON IN SUPPORT OF
PLAINTIFF'S APPLICATION FOR PRELIMINARY INJUNCTION WITH
TEMPORARY RESTRAINING ORDER AND LIMITED EXPEDITED DISCOVERY**

Kelly Ketterson, of full age, hereby certifies:

1. I am the Chief Executive Officer for Genomic Prediction, Inc. ("GP"), the Plaintiff in this litigation.

2. I make this Supplemental Declaration in support of GP's application for a preliminary injunction with a temporary restraining order and limited expedited discovery. This Declaration is based upon personal knowledge and my review of the business records maintained by GP. It responds to statements made in the Declarations by Defendants Nathan Treff and Talia Metzgar, each of which contain false and misleading statements that need to be addressed for a complete record before the Court.

Treff's Departure from GP

3. I am aware that in the Declaration of Nathan Treff submitted in support of Defendants' Opposition to GP's application, Treff testified that he was forced out of GP because I "cut his salary." This is inaccurate.

4. Treff's salary was never cut by GP. Beginning in August 2020, Treff demanded that GP pay his rent at a rate of \$4,600 per month for one year (a total of \$55,000 through August 2021). GP agreed to do so. A copy of that agreement is attached as **Exhibit A** hereto (the "Rent Agreement"). I was not employed by GP at the time this agreement was made.

5. Unknown to me, GP continued to pay Treff's rent after the one year elapsed, as a courtesy. I became CEO of GP in October 2022. Afterwards, I questioned the expenses being paid by GP. Treff told me that it was a part of his income, though could never provide proof of that to me when I asked. By August 2025, GP was paying Dr. Treff's rent at a rate of \$5,250 per month.

6. Between January 2023 and July 2025, I spoke to Treff many times about this arrangement, explaining that it had cost the GP approximately \$230,000 since August 2021 and it was continuing to put financial strain on GP.

7. I also spoke to him many times about his use of GP's company credit card for his personal expenses, such as landscaping at his rental property and a retainer for his divorce attorney, explaining that these personal charges were inappropriate and needed to stop.

8. Finally, on August 3 and 4, 2025, Treff texted and then emailed me threatening to cease performing his job duties unless GP made his rental payments for July and August. A true and correct copy of the text message is attached to this declaration as **Exhibit B**.

9. On that same day, I found the Rent Agreement which confirmed for me that GP was never obligated to pay Treff's rent after August 2021 (one year from the date of the agreement) and had only agreed to pay \$4,600 per month for that one year. I sent a copy of the Rent Agreement to Treff and informed him that GP could no longer afford to pay his rent.

10. As outlined in the Verified Complaint, ECF No. 1, and the Declaration of Kelly Ketterson attached as Exhibit A thereto, Treff abruptly quit without prior notice just over a week later, on August 12, 2025.

11. This sudden resignation left GP with no choice but to use Treff as a consultant for a period of time thereafter so that GP had time to transition his responsibilities and file the requisite paperwork with GP's regulators due to Treff's role as the Clinical Laboratory Director for GP. GP's first priority is to its clinics and patients, and GP did everything necessary to ensure continuity of care and ensure that GP could maintain the highest possible standards in performing its testing services during the transition.

12. I have also read the declaration of Stephen Hsu, a member of GP's Board and a co-founder of GP, regarding the discussions between GP and Nucleus on August 20 and August 27, 2025, and his statements are true and accurate. The discussions on those days prompted me to direct our legal counsel to send letters to Nucleus dated August 20 and August 27, 2025.

Treff Knows How GP's Software Works and Repeatedly Discussed the Predictor Performance File

13. I understand that in his declaration Treff contends that he does not have insight into the coding of the software GP uses to analyze embryonic DNA sequenced by SNP microarrays. That misses the point. Through his work at GP, Treff learned *how* the software works, particularly as it relates to being able to analyze the data generated by GP's software. The Nucleus/Sampled SOW shows that Nucleus is intending to run its software on the very same type of high-density SNP microarray data. Treff's knowledge of how GP's software works is invaluable to Nucleus as it proceeds to modify its analysis of that high-density data, mimicking GP's confidential, trade secret process.

14. Treff also contends that he is “not familiar” with the “Predictor Performance” file that contains the data validating the accuracy of GP’s predictors. That is not true. During my time at GP, I know Treff engaged in many meetings with Stephen Hsu, Erik Widen, Louis Lello, and Laurent C.A. Melchior Tellier in which they reviewed the “Predictor Performance” file with Treff.

Treff Mischaracterizes the Illumina Research Program

15. I understand that in his declaration Treff defines the “Illumina Project” merely to be GP’s effort to commercialize certain software. That is grossly misleading because it omits important parts of the project, as I described in my previous declaration. One major aspect of the Illumina project that Treff has chosen to ignore is GP’s research into ensuring that adapting the Illumina high-density SNP microarray into GP’s processes will reduce turnaround time to meet customer needs without losing any of the accuracy of GP’s testing.

16. While Treff claims to not be involved in the software element of the project, he does not deny that he participated in the pilot, participated in meetings about the project, was aware of the preliminary results of the research showing a high likelihood that GP could adapt the Illumina array without losing accuracy and that his job was to validate those results. He did all these things.

Treff Misrepresents GP’s Financial Condition and its Workplace Environment

17. I understand that in his declaration Treff states that my appointment as CEO of GP in October 2022 caused a “downturn” in GP’s business. This self-serving statement is provably false. Since I became CEO of GP, GP’s revenues have doubled year over year.

18. Treff also testifies that GP vacated its laboratory in North Brunswick, New Jersey for “failing to pay six months of rent.” Treff entirely mischaracterizes that issue. GP vacated that laboratory over leasehold issues that were impacting testing. In fact, Treff was primarily

responsible for interfacing with the management company about these issues and expressing his concerns about the space. Indeed, Treff directed GP personnel specifically not to pay the rent until the issues were resolved.

19. The issues with the laboratory space ended up being resolved with the New Jersey Economic Development Authority and GP vacated the space as part of that resolution.

20. While discussing GP's alleged "financial struggles," Treff omits that GP's laboratory personnel costs were unnecessarily high because he insisted on having four senior lab personnel supervising 4 junior lab personnel. I approached Treff numerous times about making changes to this staffing, but he refused to make the changes necessary.

21. What Treff refers to as salary cuts and layoffs was just one aspect of a proposed restructuring of the company. As CEO, it is my job to ensure that GP's costs are reasonable and to look for opportunities to reduce costs without impacting the quality of GP's good work. That is exactly what I did. Treff testifies that I "made no assurances that [his] salary would remain intact" but he was presented with multiple options concerning his compensation to consider as part of the restructuring. While Treff complains about the hiring of Ms. Miller, her hiring was necessary to replace a critical role vacated by the death of Michael Parks, GP's head of information technology. Ms. Miller was onboarded at a reduced salary and work has been instrumental in stabilizing and helping the business.

22. Treff says that there was or is a "toxic environment" at GP. What Treff is referencing relates to his unwillingness to work together and cooperate with GP's leadership team, including myself. Treff worked separately from the leadership team and disparaged me repeatedly to the laboratory team. However, his falsifying the details of his previous rent agreement with GP, as described above, and his failure to sterilize GP's new laboratory leading to the loss of some

embryo samples, caused me to question seriously his ability to lead GP's laboratory. He may have regarded these things as toxic to him, but they are matters for which he was responsible.

Talia Metzgar Emailed Herself Non-public GP Documents.

23. I understand that in her declaration, Talia Metzgar testified she was responsible for “drafting and revising clinic and patient-facing documents that would typically be provided to patients at IVF clinics ... communicating with IVF clinics and patients, improving the draft language for patient consent forms, authorization forms, and releases, and establishing other best practices within GP.” These were not Metzgar's main responsibilities. These were tasks Metzgar did personally for Treff. Metzgar's actual job duties, as informed by the job description of her role, were supposed to be to direct and manage patient education and medical science liaison, evaluate processes and procedures with continuous improvement mindset and conducting legal review of compliance materials, among other things. She did not actually perform all these duties while at GP. A true and correct copy of the job description is attached as **Exhibit C**.

24. I understand that in her declaration, Talia Metzgar testified that she “drafted” the GP documents she emailed to her personal Yahoo email address on the evening of August 11, 2025. That is not true. Metzgar contributed to those documents and maintained them but wrote almost none of them. The documents were not Metzgar's as she claims; they were and are GP's property exclusively, as her own confidentiality agreement makes clear. *See e.g.*, Metzgar Non-Competition and Confidentiality Agreement (**Exhibit 5** to the Ketterson Declaration) at Section 3; Metzgar NDA (**Exhibit 4** to the Ketterson Declaration) at Section 5.1.

25. Because Metzgar's job was to maintain these documents, any failure to label or mark them as confidential or do not distribute was a failure by Metzgar to perform her role.

26. I also understand that in her declaration, Metzgar refers to the document she emailed to her personal email address called “PGT Test Run Internal Workflow” as “simply a standard operating procedure.” However, this document is nonpublic and critical to the operation of GP’s laboratory. The way GP performs experiments and lab processes is different from every other PGT lab. GP developed its standard operating procedures internally and they are proprietary. We regard that workflow process as a trade secret and plainly it would have value to Nucleus.

I declare under the penalty of perjury under the laws of the United States and New Jersey that the foregoing is true and correct to the best of my knowledge.

Dated: November 3, 2025


box SIGN 13XY263Z-17RQ3YP3

Kelly Ketterson

EXHIBIT A

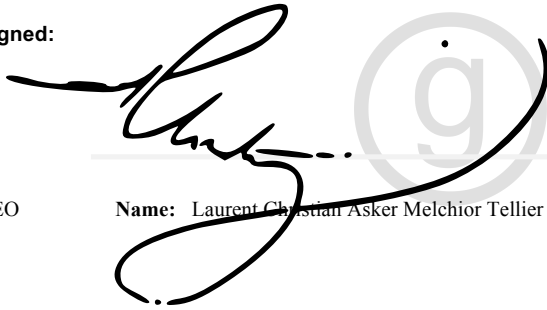
August 25, 2020,
effective date.

Statement of intent to pay rent of Nathan Robert Treff's residency at 1 Stark Crt.

Company confirms that it intends to pay the rent for 1 Stark Crt. for one year, at an expected cost of \$4600 /month, on behalf of employee Dr. Nathan Robert Treff.

IN WITNESS WHEREOF, this Statement is executed as of August 25, 2020, the Effective Date.

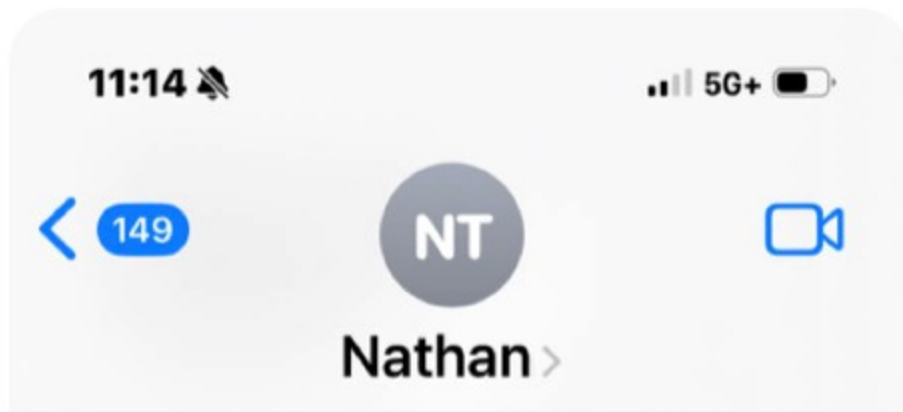
Undersigned:

A handwritten signature in black ink, appearing to read 'Laurent', is written over a horizontal line. A large, faint watermark of a lowercase 'g' inside a circle is visible in the background.

Title: CEO

Name: Laurent Christian Asker Melchior Tellier

EXHIBIT B



Sun, Aug 3 at 4:36 PM

I realize it's Sunday but I also curate cases over the weekend. I'll wait to do that until you can confirm it's been paid

EXHIBIT C



Title: Senior Director Medical Affairs

Reports to: Chief Executive Officer

Medical Affairs is a strategic and educational partner to health care professionals (HCP), that provides scientific insight that empowers decision-makers to drive innovation and ultimately improve the lives of patients pursuing fertility treatments.

Job Overview: This leadership role directly contributes to key company goals and objectives for the organization focused on complex reproductive genomic diagnostic tests. This position is responsible for providing knowledge from clinical experience and familiarity with relevant clinical research to Health Care Professionals (HCPs) including physicians, nurses, and administrative and staff of referring IVF centers. The expectation is that a deep relationship will be developed and managed with key thought leaders and stakeholders both externally and internally. The Senior Director of Medical Affairs will lead ensuring a comprehensive understanding of the voice of the customer. This individual must also coordinate effectively amongst team members and demonstrate a strong ability to be self-motivated and work independently. This position may require occasional travel.

Responsibilities and Duties

- Directs and manages patient education and medical science liaison(s)
- Evaluates processes and procedures with continuous improvement mindset.
- Serves as content expert and liaison for Genomic Prediction supporting all cross-functions with fact-checking and editing regulatory, consumer and patient facing materials. Ensures that all external facing content is updated.
- Educates internal and external stakeholders on scientific topics, care pathway and patient outcomes.
- Reviews and maintains familiarity with relevant publications, conference attendance, advance test details and test results.

Updated: April 3, 2023



- Conducts legal reviews of compliance materials.
- Works closely with the CSO to support clinical care strategy on research and development programs.
- Participates with the PI and study team to identify and prioritize the development of systems and infrastructure to maintain research quality and compliance. Prepares, revises, and maintains procedures for the conduct of studies.
- Supports referring IVF centers nursing and clinical staff with implementation of clinical research.
- Responsible for HIPAA Compliance; evaluates policies and procedures for HIPAA compliance; directs HIPAA risk assessments, as needed; and makes recommendations for changes.
- Ensure staff with access to PHI adhere to policies and procedures related to PHI access and use.
- Reviews clinical SOPs and uploads to iPassport.
- Participates in the determination and definition of the patient and clinical portals using data to better understand strengths and weaknesses of the department, and to determine needs, decisions, and strategies.
- Ensures compliance with good clinical practices and regulatory guidelines. Participates in continuous quality improvement groups.
- Selects, develops, and evaluates medical affairs personnel to ensure efficient educational operations. Participates in selection and evaluation of all clinical personnel.
- Participates in providing necessary clinical care documentation for regulatory inspections.
- Evaluates department expenses and budgets.

Qualifications

- Registered Nurse with a minimum of five-year experience in a healthcare setting.



- Demonstrated ability to deal effectively with the public in a professional and courteous manner.
- Knowledge of and experience with basic research methods, statistical analysis, and coordinating clinical research.
- Knowledge of clinical case management strategies.
- Thorough knowledge of HIPAA regulations, requirements, and guidelines
- Thorough knowledge of privacy laws and regulations, including those governing access, release, and security of PHI
- Ability to facilitate project management, work effectively under pressure, meet deadlines, manage multiple priorities and enhance the spirit of teamwork through effective role modeling.
- Demonstrated ability to communicate, present, and influence credibly and effectively at all levels of the organization, including HCPs, executive and C-level
- Excellent leadership, interpersonal, communication (written and oral), analytical, and organizational skills.
- Self-motivated and able to thrive in a results-driven environment
- Critical thinking and problem-solving skills
- Computer literacy required with experience in Google Apps and Salesforce