

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

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PAREDOX THERAPEUTICS, LLC,	)	
	)	
Plaintiff,	)	
	)	
	)	
vs.	)	
	)	
CHARLES RIVER LABORATORIES	)	
INTERNATIONAL, INC. And	)	
CHARLES RIVER LABORATORIES, INC	)	
	)	
	)	
	)	
	)	
Defendants.	)	
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**Case No.:**

**Jury Trial Requested**

**COMPLAINT**

Plaintiff, Paredox Therapeutics, LLC, by its counsel, brings this complaint for preliminary and permanent injunctive relief, as well as for monetary damages, for violation of Massachusetts and Federal trade secrets acts, State and Federal common law Fraud, Negligence, Breach of Contract, M.G.L. ch 93A, and Unjust Enrichment. As detailed below, through their employee acting as an agent, and through their own non-existent security protocols, Charles River Laboratories International, Inc. and Charles River Laboratories, Inc. have engaged in egregious, blatant, and fully documented theft of trade secret information belonging to Paredox Therapeutics, LLC, which was then unlawfully transferred to, and publicly disseminated by, the Humane Society of the United States. Such actions have caused grave and irreparable harm to Paredox Therapeutics, including partial destruction of its core business, in flagrant disregard of their obligations under various agreements between the parties. Upon information and belief, Paredox Therapeutics, LLC alleges as follows:

## **PARTIES**

1. Plaintiff, Paredox Therapeutics, LLC is a Delaware Corporation with a principal place of business located at One Broadway, 14th Floor, Cambridge, Massachusetts 02142, USA (“Paredox”).

2. Defendant, Charles River Laboratories International, Inc. is a Delaware Corporation with a principal place of business located at 251 Ballardvale Street, Wilmington, Massachusetts (“CRL International”).

3. Defendant, Charles River Laboratories, Inc. is a Delaware Corporation with a principal place of business located at 251 Ballardvale Street, Wilmington, Massachusetts (“CRL Inc.” and together with CRL International, “CRL” or “Defendants”).

## **JURISDICTION AND VENUE**

4. This Complaint seeks preliminary and permanent injunctive relief and monetary damages arising out of the events alleged herein.

5. Venue is proper in this District pursuant to 28 U.S.C. 1391(b)(1) as each of the Defendants are corporations with principal places of business in this district.

6. Federal subject matter jurisdiction exists pursuant to 28 U.S.C. § 1331 (federal question, Count Two per 18 U.S.C. §1836 et seq.) and pursuant to 28 U.S.C. §1332 by virtue of diversity of the parties’ citizenship and the amount in controversy exceeding \$75,000, exclusive of interest and costs.

7. This action arises under the Federal and State trade secrets laws, Federal and State common law fraud, negligence, breach of contract, M.G.L. ch 93A, unjust enrichment and unfair and deceptive trade practices, et al.

## **FACTUAL BACKGROUND**

8. Plaintiff is engaged in the research and development of treatments for mesothelioma. Mesothelioma is an aggressive and deadly form of cancer that affects the thin layer of tissue covering many organs (referred to as the mesothelium). Mesothelioma most commonly arises due to exposure to asbestos, affecting the lung tissue, in particular the pleura. The survival rate is very low. The percentage of people that survive five (5) years after their diagnoses is on average eight percent (8%).

9. Plaintiff has expended considerable amounts of money, time, effort and resources in its cancer research and development, including carrying out testing, obtaining materials, complying with regulatory requirements, as well as obtaining funding, and developing relationships and collaborating with universities, laboratories and outside vendors.

10. In conducting its research, Plaintiff obtained or developed highly confidential and trade secret information regarding compositions, dosages, formulations, administration, protocols, procedures, test protocols and procedures, data, pre-clinical data, testing data, plans, results, as well as other information, all of the foregoing of which individually and collectively constitutes highly confidential, proprietary and trade secret information (hereinafter collectively “Trade Secret Information”).

11. In conducting Plaintiff’s research and development, extensive testing was required to assure the safety and efficacy of any treatment such as requested by Food and Drug Administration regarding Investigational New Drug Applications (“IND”).

12. Defendants’ corporate headquarters are located Wilmington, Massachusetts. Defendants also maintain laboratory facilities in Worcester and Shrewsbury, Massachusetts for purposes of conducting testing of new drug formulation. Plaintiff therefore contacted the Defendants in early January

2018 and engaged in negotiations with Defendants' representatives at that time regarding disclosure of Plaintiff's Trade Secrets to Defendants.

13. Defendants' represented to Plaintiff that they specialize in conducting under strictly confidential and secure conditions a variety of preclinical and clinical laboratory services including highly confidential animal testing of highly confidential drug formulations.

Defendants represented to Plaintiff, and hold themselves out as, a world leader in safeguarding and preserving highly confidential and proprietary information in performance of pre-clinical testing of compounds by using a global network of breeding facilities, rigorous biosecurity and genetic standards. *See* <https://www.criver.com/products-services/research-models-services>.

14. In direct reliance on these representations by Defendants' representatives in Massachusetts, Plaintiff executed a Confidential Disclosure Agreement ("CDA") effective January 12, 2018, which was co-signed by Glenn Washer, SCVP North American Safety Assessment, address of Wilmington, Massachusetts, under which Defendants agreed to maintain, and avoid the disclosure of, Plaintiff's confidential and Trade Secret Information provided by Plaintiff to Defendants.

15. Further, in direct reliance on Defendants' representations regarding, and agreement to, maintain Plaintiff's confidential and Trade Secret Information, shortly after executing the CDA, Plaintiff provided to Defendants certain confidential information and materials, including proprietary drug formulations and testing protocols, to be used by Defendants when conducting research on behalf of Plaintiff at the laboratory facilities owned and maintained by Defendants (the "Animal Studies") according to set protocols, under strict confidentiality and security conditions.

16. Prior and subsequent to execution of the CDA, Defendants at their Wilmington, Massachusetts headquarters specifically represented to Plaintiff that Defendants could be trusted

to receive, maintain and safeguard from disclosure to third parties Plaintiff's Trade Secret Information under strictly confidential conditions. Prior and subsequent to execution of the CDA, Defendants represented to Plaintiff that Defendants could and would conduct the Animal Studies confidentially using Plaintiff's Trade Secret Information, which Plaintiffs relied directly upon. The Defendants represented that the Animal Studies were to be carried out by Defendants' employees who were pre-screened for trustworthiness in maintaining the confidentiality of Plaintiff's Trade Secret Information, and in a facility with robust security protocols. Prior and subsequent to execution of the CDA, Plaintiff proactively relied on Defendants' aforesaid representations, and as a direct and proximate result thereof, Plaintiff disclosed and provided its Trade Secret Information to Defendants.

17. At least as of February 27, 2018, Plaintiff provided representatives of the Defendants at the Wilmington, Massachusetts headquarters with its Trade Secret Information, and Defendants in return suggested particular aspects of testing protocols and procedures for the Animal Studies based on the Trade Secret Information.

18. Subsequent to such disclosures, Defendants acquired, at least by April 3, 2018, a company named "MPI Research" along with its Mattawan, Michigan testing facilities (the "Mattawan Facility"). Defendants control the Mattawan Facility via their management representatives based in its Wilmington, Massachusetts Office. After acquiring the Mattawan Facility, Defendants conducted the Animal Studies at the Mattawan Facility.

19. Defendants failed to implement security protocols, employee screening and vetting in the Mattawan Facility as is required under the CDA to prevent disclosure of Plaintiff's Trade Secret Information to third parties. The level of security that Defendants implemented at the Mattawan Facility was far below even its own low standard.

20. Subsequent to execution of the CDA, and after beginning the Animal Studies, Defendants hired an untrained, technically unqualified third party employee (“Employee”) to assist genuine technicians in transporting selected animals to be used in the Animal Studies. After hiring the Employee, and although only an entry level physical labor assistant, Defendants granted the Employee full privileges and access to Defendants’ Michigan Facility and to Plaintiff’s Trade Secret Information, including access to formulations and testing protocols, without conducting even the most basic or routine background check or review of the Employee. Despite Employee being an entry level physical labor assistant, Defendants did nothing to control or limit the degree of exposure of Employee to Plaintiff’s highly valuable and confidential Trade Secret Information.

21. In fact, the Employee was also an employee or agent of the Humane Society of the United States (the “Humane Society”), hired by the Humane Society to infiltrate Defendants’ lab facilities and collect information on the Humane Society’s behalf for purposes of publication to the media and the public generally. Defendants utterly failed to appropriately screen the Employee’s background, prior employment or trustworthiness for maintaining Plaintiff’s confidential Trade Secret Information.

22. As a direct and proximate result of Defendants’ misrepresentations, gross negligence and failure to live up to their promises to maintain confidentially Plaintiff’s confidential Trade Secret Information, Defendants’ rogue Employee, all seemingly without even a minimal amount of supervision, review or monitoring by Defendants, conducted a clandestine undercover investigation and documentation of Plaintiff’s Trade Secret Information including (a) taking photographs and videos of personnel of Defendants using Plaintiff’s Trade Secret Information to perform experiments on dogs in connection with the Animal Studies, and (b)

gaining access to, and later causing to be published, an almost verbatim description of certain of Plaintiff's Trade Secret Information procedures and formulations being tested in connection with the study, which could only have been obtained by gaining access to confidential experimental protocols.

23. On March 12, 2019, in a press release disseminated over the Internet, the Humane Society announced that it had conducted an undercover investigation infiltrating the Defendants' facilities in Michigan (the "Press Release") (*see* <https://www.humanesociety.org/news/humane-society-united-states-undercover-investigation-shows-plight-dogs-laboratory-being-dosed>). *See* attached as Exhibit D.

24. The Press Release claimed that it had an unauthorized video showing experiments on dogs, in particular beagles, on behalf of three companies, and specifically named the Plaintiff as one of those parties, stating that a "[v]ideo released of the investigation shows workers carrying out experiments on dogs on behalf of three companies - Paredox Therapeutics, Above and Beyond NB LLC and Dow AgroSciences." *See* attached as Exhibit D.

25. On March 12, 2019, the Humane Society posted an unauthorized video titled "Cruel tests on dogs exposed!" to YouTube.com, specifically captioning a "Paredox Therapeutics Study" under a depiction of a caged dog at Defendants' Mattapan Facility (the "Unauthorized Video"). (annotated):



<https://youtu.be/AuKaHh3ZKIk>

The unauthorized video is still publicly available and has over 218,000 views as of the date of the present filing.

26. Prior to the Press Release, the Humane Society sent a threatening letter to Plaintiff claiming to have knowledge of the administration of particular compounds to the animals by Defendants on behalf of Plaintiff. In particular, the Humane Society stated that they “ha[d] video footage of beagles following an invasive procedure during which [compound A] and [compound B] were administered...”

27. Moreover, the Employee was able to gain unauthorized access to, and the Humane Society was able to later publish as a result of the unauthorized access, an almost verbatim description of certain highly confidential procedures in connection with the study, which could only have been obtained by gaining unauthorized access to the highly confidential experimental protocols. In particular, a blog apparently maintained by the President and CEO of



the Humane Society published an update of the Press Release, referencing beagle testing and describing certain testing methods (<https://blog.humanesociety.org/wp-content/uploads/2019/03/Investigation-Report-updated-2019.03.13.pdf>). *See* attached as Exhibit A.

28. The Press Release and Unauthorized Video by the Humane Society resulted in national media reporting, including various articles damning the Animal Studies and widespread duplicating and dissemination of the Unauthorized Video. These include, for instance, an NBC-affiliated television station WILX-TV (<https://www.wilx.com/content/news/Undercover-investigation-shows-dogs-being-used-in-labs-for-testing-507023121.html>) and FOX 17 (<https://fox17online.com/2019/03/13/humane-society-video-shows-dogs-tested-on-in-michigan/>). *See* attached as Exhibits B and C.

29. On information and belief, the Defendants employed the Employee for a period of at least six months, who was granted full privileges and access to Defendants' Mattapan Facility and then released the Unauthorized Video, documents, and/or other information, including Plaintiff's Trade Secret Information, which he had wrongfully obtained, to the Humane Society, who then published such information as noted.

30. The Defendants' knowing failure and flagrant disregard of their obligation to protect confidential and Trade Secret Information, to adequately vet employees, to maintain proper security of its facility, and their extreme and wanton failure to carry out their obligations regarding the highly confidential and important research conducted on behalf of Plaintiff has led to extraordinary and irreversible damage to Plaintiff.

31. Due to Defendants' actions and inaction, Plaintiff's reputation has been irreparably ruined, the integrity of its intellectual property destroyed, and irreversible and significant destruction of the Plaintiff's enterprise value.

32. As a result of both Defendants' actions and inactions, necessary partners, including research, regulatory, funding and potential clinical development partners, in furtherance of its research and regulatory compliance, have refused to work with Plaintiff, ongoing relationships have been eviscerated and opportunities have been lost.

33. The loss of such partners has required pursuing new parties, the transition of Plaintiff's operations to entities with new names, and has contributed to Plaintiff's need to seek new forums to carry out research, all with enormous associated and additional costs.

34. The damage includes the vast out of pocket costs expended in order for Plaintiff to continue its mission to find a treatment for mesothelioma. These include the costs associated with, and paid to, the Defendants, management and reconfiguration of the studies conducted by Defendants, costs of materials, renewed marketing and public relations, forced relocation of Plaintiff's operations outside of the United States and associated regulatory costs and hurdles, among other damage.

### **NATURE OF ACTION**

### **FIRST CAUSE OF ACTION**

#### **(Fraud)**

35. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

36. The Parties executed the CDA, effective January 12, 2018, and executed by a representative at Defendant's Wilmington, Massachusetts headquarters. In the CDA, Defendants agreed to disclose Confidential Information only to those "who have a need to know."

Defendants agreed to use “the same standard of care that Recipient uses to protect its own Confidential Information.”

37. In discussions both before and after execution of the CDA, Defendants represented to Plaintiff that Defendants could receive and maintain any and all confidential information that Plaintiff might disclose to Defendants in strict confidence without risk of disclosure to any third party. In discussions both before and after execution of the CDA, Defendants represented to Plaintiff that Defendants maintained strict internal operational procedures for ensuring that Defendants’ employees could and would perform animal testing using Plaintiff’s Trade Secret Information in strict confidence, without risk of disclosure to any third party. In discussions both before and after execution of the CDA, Defendants represented to Plaintiff that Defendants’ employees who would have access to Plaintiffs’ Trade Secret Information would be pre-screened for trustworthiness in maintaining the confidentiality of Plaintiff’s Trade Secret Information in a facility with strong security protocols.

38. In specific reliance on Defendants’ representations as stated above, Plaintiff provided representatives of Defendants at its Wilmington, Massachusetts facility with its Trade Secret Information at least as of February 27, 2018. In specific reliance on Defendants’ agreement to maintain Plaintiff’s confidential information, Plaintiff provided Defendants with certain Trade Secret information, including highly confidential drug formulations and testing protocols for the Animal Studies under strict confidentiality and secure conditions.

39. After Plaintiff transmitted the Trade Secret Information to Defendants, Defendants requested that Plaintiff delay the Animal Studies. It was later revealed that Defendants had acquired at least by April 3, 2018 MPI Research along with the Mattawan

Facility. Defendant controls the Mattawan Facility via its representatives in its Wilmington, Massachusetts office.

40. Defendants failed to implement proper employee vetting and screening processes as well as proper facility security protocols for use in its newly acquired business and testing facility. The protocols at the newly acquired facility were not even at the level of other Defendant facilities, which are and were also insufficient at the time of Plaintiff's disclosures of its Trade Secret Information to Defendants. Defendants had actual knowledge before, during and after Plaintiff's disclosure of its Trade Secret Information to Defendants that its security measures were inadequate at its newly acquired Mattawan Facility and generally throughout its companywide testing operation, to protect Plaintiff's Trade Secret Information from disclosure to bad actors and employees.

41. Defendants intentionally and knowingly misrepresented, concealed, and/or failed to disclose material information to Plaintiff regarding Defendants' inability to properly maintain the confidentiality of the Trade Secret Information before, during and after, Plaintiff entered into the CDA and/or performed studies on behalf of Plaintiff. This false information included the aforementioned lax security measures and screening and vetting of employees.

42. Defendants knowingly misrepresented to Plaintiff that it had adequate security measures in place for maintaining and protecting the confidential information entrusted to it. Defendants knowingly misrepresented that it had adequate security measures in place for performing studies with confidential and Trade Secret Information, and knowingly misrepresented that it provides proper screening and vetting of its employees, and knowingly misrepresented that it could provide adequate security regarding the premises and appropriate controls on access to laboratories, materials, protocols, procedures, animals, and data.

Defendants purposely failed to update the security and screening of its newly acquired business and testing facility.

43. Defendants had actual knowledge of the poor security of its newly acquired Mattawan Facility. Defendants knew that the representations it made to Plaintiffs were false, misleading and/or incomplete.

44. Defendants made the material misrepresentations and omissions with the intent that Plaintiff would rely thereon and engage Defendants to discuss and perform studies.

45. Plaintiff relied upon the misrepresentations and omissions on the assumption that the information conveyed by Defendants was true and accurate.

46. Plaintiffs' reliance was justified.

47. Plaintiff's reliance caused them to provide Defendants with disclosure and access to Plaintiff's Trade Secret Information, which included, *inter alia*, composition, dosage, test protocol and procedures, test data and all related information ("Treatment Information") and resulted in Plaintiff sustaining substantial damages and losses.

48. As a direct and proximate result of Defendants' fraudulent inducement, Plaintiff suffered and continues to suffer, damages, costs, and legal expenses in an amount to be proven at trial. Plaintiff is entitled to all direct, indirect, consequential, special, and compensatory damages sustained as a result of Defendants' wrongful conduct.

## **SECOND CAUSE OF ACTION**

### **(Violation Of Federal Defend Trade Secrets Act, 18 U.S.C. 1836 et seq.)**

49. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

50. Plaintiff's Trade Secret Information, which includes, *inter alia*, composition, dosage, test protocol and procedures, test data and all related information (i.e., Treatment

Information) constitutes a valid and enforceable trade secret under 18 U.S.C. 1836, 1839(3) et seq. of the Federal Defend Trade Secrets Act (“DTSA”), because (i) the information is not publicly available to the general public and is closely guarded by the Plaintiff; (ii) Plaintiff has taken reasonable measures to keep secret, derives independent economic value from its not being generally known to, and not being readily ascertainable through proper means by, others who could obtain economic value from the disclosure or use of the Treatment Information; and (iii) is related to a product or service used in, or intended for use in, interstate commerce.

51. Plaintiff has taken reasonable measures to keep its Treatment Information a trade secret. For instance, in agreements with third parties, such as that with the Defendants, it requires the information to be kept confidential. Plaintiff, as a small company, is able, via its small executive team, to keep the Trade Secret Information only among themselves, research partners, or with third parties as is required to advance research, where any disclosures are controlled and specified to according to an agreement.

52. Plaintiff provided the Treatment Information to Defendants at its Wilmington, Massachusetts facility in order to carry out the Animal Studies. This information constitutes protectable trade secrets. At the time of disclosure, and throughout the course of carrying out the studies on behalf of the Plaintiff, Defendants knew, or had reason to know, that they were under an obligation to take reasonable steps to maintain the confidentiality and secrecy of the Treatment Information. It is well known in the pharmaceutical industry that the enterprise value of companies relies largely on the trade secrets and intellectual property of the company, and the loss of such to the public domain and potentially to competitors can cause irreparable harm to companies, especially those in the early and startup stages. Plaintiff, as part of its business, regularly conducts animal testing on behalf of such companies and so is well familiar with the

need to secure trade secrets and confidential information of its clients. Plaintiff also executed the CDA which included confidentiality provisions and so was well aware of its need to take necessary steps for security.

53. Defendants, due to their aforementioned malfeasance and failure to take reasonable steps to protect Plaintiff's Trade Secret Information including Plaintiff's Treatment Information, and by improper means, disclosed or allowed for the disclosure of such Treatment Information to third parties without the express or implied consent of Plaintiff.

54. An employee of Defendants was under obligation to keep such Treatment Information secret, but intentionally and maliciously disclosed such Treatment Information, such employee being a representative of Defendants.

55. Defendants therefore violated the DTSA including at least 18 U.S.C. 1893(b)(1) by misappropriating the trade secrets of the Plaintiff.

56. Defendant's actions have irreparably damaged Plaintiff's goodwill, reputation, and legitimate business interests. Necessary partners, including research, regulatory, and funding partners and potential partners, in furtherance of its research and regulatory compliance have refused to work with Plaintiff, ongoing relationships have been eviscerated and opportunities have been lost. This has led to enormous out of pocket costs expended in order for Plaintiff to continue its mission to find a treatment for mesothelioma.

57. Plaintiff is therefore entitled to recover not only compensatory damages, but also punitive damages and attorneys' fees resulting from the wrongful misappropriation of Plaintiff's confidential information.

### **THIRD CAUSE OF ACTION**

**(Violation of Massachusetts Uniform Trade Secrets Act, C.93, Sec. 42 et seq.)**

58. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

59. For all of the same reasons stated above, Defendants' aforesaid unlawful conduct constitutes a violation of M.G.L., C93, Sec. 42 et seq.

60. Defendants' actions have irreparably damaged Plaintiff's goodwill, reputation, and legitimate business interests.

61. Plaintiff is therefore entitled to recover not only compensatory damages, but also punitive damages and attorneys' fees resulting from the wrongful misappropriation of Plaintiff's confidential information.

**FOURTH CAUSE OF ACTION**

**(Negligence)**

62. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

63. Defendants owed Plaintiff a duty to exercise reasonable care, skill and diligence in carrying out the studies on behalf of Plaintiff and protecting its confidential and trade secret information.

64. Defendants breached their duty of care by providing grossly lax security procedures leading to the unauthorized disclosure of confidential and trade secret information, including but not limited to, failing to adequately vet employees, failing to control access of employees, failing to protect testing protocols, failing to protect compounds, compositions and materials, and failing to protect the fact and nature of the Animal Studies.



65. Defendants' negligence actually and proximately caused the Plaintiff extraordinary and irreparable damage to its reputation, business, good will, and caused Plaintiff to incur substantial costs associated with redefining its research and enterprise and caused Plaintiff to incur legal fees.

#### **FIFTH CAUSE OF ACTION**

##### **(Unjust Enrichment)**

66. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

67. Defendants received financial benefits at the expense of Plaintiff.

68. Despite their malfeasance, the Defendants have unjustly profited in the form of payment provided to Defendants for services not competently executed.

69. Further, Defendants received the benefit of payments tendered by Plaintiff without having provided services commensurate with the amount of the payment tendered.

70. Plaintiff has suffered and continues to suffer damages and losses and under the circumstances it is unjust for Defendants to retain the benefit of their wrongful actions.

71. As a direct and proximate cause of Defendants' unjust enrichment, Plaintiff has suffered and continues to suffer damages, costs, and legal expenses in an amount to be proven at trial. Plaintiffs are entitled to all direct, indirect, consequential, special, and compensatory damages sustained as a result of Defendant's wrongful conduct.

#### **SIXTH CAUSE OF ACTION**

##### **(Breach of Contract)**

72. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

73. The Parties entered into the CDA for the purpose of investigating a possible business relationship or transaction.

74. Plaintiff provided Defendants with a signed contract and the initial payment.

75. Defendants failed to comply with the confidentiality terms of the CDA as well as other promises to maintain Plaintiff's Trade Secret Information in strict confidentiality.

76. As a direct and proximate cause of Defendants' unjust enrichment, Plaintiff has suffered and continues to suffer damages, costs, and legal expenses in an amount to be proven at trial. Plaintiff is entitled to all direct, indirect, consequential, special, and compensatory damages sustained as a result of Defendant's wrongful conduct.

### **SIXTH CAUSE OF ACTION**

#### **(Unfair and Deceptive Business Practices)**

77. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

78. Plaintiff and Defendants are all corporate entities and conducted business with each other in such a capacity.

79. Defendants by themselves, including representatives at its Wilmington Massachusetts facility, and/or by the action of their employee engaged in unfair and deceptive business practices by their malfeasance and failure to take reasonable steps to protect Plaintiff's Treatment Information which is confidential and a trade secret, and by improper means, disclosed or allowed for the disclosure of such Treatment Information to third parties without the express or implied consent of Plaintiff.

80. Defendants failed to comply with the confidentiality terms of the CDA.

81. The failure to take reasonable steps to protect the Plaintiff's Treatment Information is a breach of contract and constitutes unfair and deceptive business practices within the meaning of Mass. Gen. L. Ch. 93A, including §11.

82. Defendants' actions occurred primarily and substantially within the Commonwealth of Massachusetts. Defendants have headquarters in Wilmington, Massachusetts, and owns, controls, oversees, and manages the Mattawan Facility.

83. As a direct and proximate cause of Defendants' unfair and deceptive trade practices, Plaintiff has suffered and continues to suffer damages, costs, and legal expenses in an amount to be proven at trial. Plaintiff is entitled to all direct, indirect, consequential, special, and compensatory damages sustained as a result of Defendants' wrongful conduct.

#### **SEVENTH CAUSE OF ACTION**

##### **(Equitable Relief)**

84. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

85. Plaintiff seeks an order providing equitable relief such that it is put in the position that it would have been in if Defendants had performed their obligations and not committed the unlawful acts as stated above.

#### **EIGHTH CAUSE OF ACTION**

##### **(Injunctive Relief)**

86. Plaintiff incorporates the preceding paragraphs by reference as if fully set forth herein.

87. Plaintiff seeks one or more orders providing injunctive relief enjoining any further misappropriation or misuse of Plaintiff's Trade Secret Information by Defendants and any other third parties who unlawfully obtained the Trade Secret Information as a result of Defendants' unlawful acts as stated above and providing that Plaintiff be put in the position that it would have been in if Defendants had performed their obligations, and had not committed the unlawful acts as stated above.

**REQUEST FOR JURY**

Plaintiff requests a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE the Plaintiff, Paredox Therapeutics, LLC respectfully requests that this Court enter judgment in its favor and against Defendants; for an award representing Plaintiff's damages, which sum will be determined during the course of litigation, plus all applicable legal or statutory interest; grant Plaintiff's request for injunctive relief as set forth herein; award punitive damages and treble damages under c. 93A §11; for Plaintiff's costs and attorneys' fees; and for such other relief that this Court deems just and proper.

Dated: March 6, 2020

Respectfully submitted,  
Plaintiffs,  
PAREDOX THERAPEUTICS, LLC,

By its attorneys,

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