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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

	:	
JANSSEN GLOBAL SERVICES, LLC	:	
Plaintiff,	:	CASE NO.: 3:26-CV-02563-MAS-TJB
	:	
v.	:	
	:	
CYNTHIA NWACHUKWU.	:	
Defendant.	:	
	:	

**PLAINTIFF’S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR
PRELIMINARY INJUNCTION**

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PRELIMINARY STATEMENT

Defendant Cynthia Nwachukwu, a former employee of Plaintiff Janssen Global Services, LLC (“JGS”), engaged in deliberate and egregious breaches of her legal and contractual obligations to JGS. While employed in JGS’s Medical Affairs organization supporting its oncology lung cancer portfolio, Defendant Nwachukwu had access to highly sensitive confidential, proprietary, and trade secret information. In the months leading up to her voluntary resignation, Defendant Nwachukwu systematically misappropriated more than 7,000 documents, including during a leave of absence when she lacked authorization to access JGS and its affiliated companies’ (“Company”) systems and even after submitting her resignation, by downloading those files on to an unauthorized personal device. She further attempted to conceal her misconduct and avoid detection by deleting files.

Armed with this trove of stolen information, Defendant Nwachukwu has positioned herself to compete directly with JGS. Upon information and belief, she has founded a biotechnology company operating in the same therapeutic space as JGS and is employed at a direct competitor. These activities create a substantial and immediate risk that JGS’s most valuable proprietary information will be used to its competitive disadvantage.

Compounding the seriousness of her misconduct, Defendant Nwachukwu has misrepresented, and continues to misrepresent, the circumstances surrounding her actions, failed to return or account for the misappropriated documents, claimed to have sold the subject device containing the stolen documents, and has repeatedly refused to participate in JGS’s remediation efforts.

As a result of her actions, Defendant Nwachukwu's has caused – and, absent immediate injunctive relief, will continue to cause – irreparable harm to JGS through the ongoing loss of control over its confidential and trade secret information.

STATEMENT OF RELEVANT FACTS

A full statement of relevant facts is set forth in Plaintiff's Complaint and incorporated as if fully set forth herein. *See* [ECF 1].

I. AT JGS, DEFENDANT NWACHUKWU HAD ACCESS TO CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION

A. Nwachukwu's Role with JGS.

In or around December 20, 2021, Defendant Nwachukwu was hired as Associate Director, Global Medical Affairs Execution. (*See* Declaration of Eric Wong, dated March 27, 2026, "Wong Dec." ¶ 2. In her role as Associate Director, Global Medical Affairs Execution, Defendant Nwachukwu was responsible for supporting the strategic and operational objectives of JGS's Global Medical Affairs function in oncology, with a designated focus on the lung cancer therapeutic area. *Id.* ¶ 3.

B. JGS's Efforts to Protect its Confidential, Proprietary and Trade Secret Information

JGS has invested significant time, money, and resources to protect, generate, develop, and maintain its confidential, trade secret, copyrighted, and proprietary information. (*See* Declaration of Brent McCarty, dated March 27, 2026 "McCarty Dec." ¶ 8). JGS safeguards its confidential, trade secret, copyrighted, and proprietary information by, among other things, requiring employees, as a condition of employment, to agree not to disclose, misuse or destroy its confidential, trade secret, copyrighted, and proprietary information and to return all such information upon termination of employment. *Id.* ¶ 2. In exchange for executing these agreements, JGS provides

employees with access to its valuable confidential, trade secret, copyrighted, and proprietary information, as well as specialized internal training on JGS's security policies. *Id.* ¶ 3.

JGS also protects its confidential, trade secret, copyrighted, and proprietary information through physical security, including storing materials in physically secure buildings with security personnel, sign-in requirements for employees and visitors, and access controls requiring employees to have functioning key cards, issued and authorized by JGS, to gain access to JGS's offices and access to authorized devices, computers on which to work. *Id.* ¶ 4. In addition, JGS implements electronic access controls that restrict access to certain categories of documents, ensuring that such documents are not accessible by all JGS employees. *Id.* In addition to physical security measures, JGS protects its confidential, trade secret, copyrighted, and proprietary information stored electronically by requiring users to have company-issued world wide ID "WWID" numbers, logins and passwords to access JGS's systems. *Id.* ¶ 5. Immediately upon accessing JGS's systems, employees are reminded that they are accessing JGS's confidential, trade secret, copyrighted, and proprietary information, and of their obligations to maintain confidentiality. *Id.* JGS's internal communications and documents are at times identifiable by their markings, such as labels, logos, and/or legends indicating proprietary and confidential status (*e.g.*, "Proprietary and Confidential – for internal use only"). *Id.*

JGS further has policies in place governing the use of non-Company-managed devices to access its network or systems. *Id.* ¶ 6, Ex. 1. Specifically, the Personal Computing and Storage Device Acceptable Use Policy (AU-03) prohibits the use of non-Company-managed devices without ISRM approval. *Id.* Additionally, the Code of Business Conduct specifically prohibits employees from storing company information on "non-approved devices that may not be protected and may be accessed by unauthorized people." *Id.* ¶ 6, Ex. 2. The policy further outlines employee

obligations to take precautions to protect its “[i]ntellectual property and confidential business information.” *Id.*

In addition to the above measures, JGS maintains programs designed to detect theft or exfiltration of its confidential, trade secret, copyrighted, and proprietary information, including monitoring, auditing, and forensic capabilities. *Id.* ¶ 7. These programs are regularly updated and enforced to ensure that access and use of sensitive information are consistent with JGS policies and legal requirements. *Id.*

C. The Secrecy Agreement

As a condition of her employment and as a prerequisite to accessing JGS’s confidential, trade secret, copyrighted, and proprietary information, on November 2, 2021, Nwachukwu executed an Employee Secrecy, Intellectual Property and Non-Solicitation Agreement (the “Secrecy Agreement”). Wong Dec. ¶ 5, Ex. 2. In the Secrecy Agreement, Nwachukwu expressly acknowledged that, “[her] role involves a position of trust and confidence in which [she] will have access to confidential, proprietary, and secret information, the disclosure of which would cause the COMPANY to suffer substantial and irreparable harm.” *Id.* at Ex. 2, p. 1.

The Secrecy Agreement defines “CONFIDENTIAL INFORMATION” broadly to include:

[I]nformation or a compilation of information, in any form (tangible or intangible) about the business of the COMPANY, not generally known to the trade or industry in which the COMPANY is engaged, which is disclosed to you, made available to you, or known by you as a result of your employment with any COMPANY, including, but not limited to, the following information: product development, product performance, product knowhow, product specifications, techniques, drawings, prints, designs, and tolerances; regulatory strategies, clinical trials and investigations; manufacturing, engineering, logistics, and quality systems and related processes, data and techniques; information systems, computer programs, software, and hardware configurations; business, financial, operating, sales and marketing plans and strategies; inventions, ideas, discoveries, improvements, innovations and intellectual property strategies; pricing and pricing strategies, forecasts, contract and bidding details, financial data, models and analyses, sales

volume, sales data and analyses; customer, business partner and vendor relationships and arrangements; personnel data and compensation; human resources strategies and goals, recruitment methods and plans, training methods and procedures.

Id. at Ex. 2, ¶ 2.1.

Pursuant to the Secrecy Agreement, Defendant Nwachukwu agreed, in pertinent part:

Both during and after your employment ends, you agree that, except as required in the course of your job responsibilities, you will not use or disclose any CONFIDENTIAL INFORMATION, or provide any third party with access to any CONFIDENTIAL INFORMATION, unless either specifically authorized in writing by the COMPANY to which the CONFIDENTIAL INFORMATION relates or as permitted by law where the disclosure is made (a) in confidence to a government official or to an attorney, either directly or indirectly, solely for the purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed in a lawsuit or other proceeding, so long as any such filing is made under seal; or (c) in a lawsuit or proceeding against an employer for retaliation based on the reporting of a suspected violation of law and/or to an attorney in any such lawsuit so long as any document containing the information is filed under seal and the information is not otherwise disclosed, except pursuant to court order.

Id. at Ex. 2, ¶ 2.3.

Defendant Nwachukwu further promised that:

Upon termination of your employment within the COMPANY (whether voluntary or involuntary), you agree to return all property in your possession or custody belonging to any COMPANY, including any CONFIDENTIAL INFORMATION, any COMPANY product, and any computer, phone, or other electronic device or equipment issued to you or paid for by any COMPANY during your employment. You shall not make or retain copies of any CONFIDENTIAL INFORMATION or any correspondence, memoranda, reports, notebooks, drawings, photographs, purchasing or invoicing records, or other documents relating in any way to the business of any COMPANY (in any form whatsoever, including information contained in computer memory or stored on any electronic storage device, including computer drives other electronic devices, or cloud-based storage), that were entrusted to, created by, available to or obtained by you at any time during your employment within the COMPANY unless expressly authorized in writing.

Id. at Ex. 2, ¶ 2.4.

Immediately above Defendant Nwachukwu's signature, the Secrecy Agreement states in conspicuous, capitalized text:

YOU ACKNOWLEDGE HAVING READ, EXECUTED AND RECEIVED A COPY OF THIS AGREEMENT, AND YOU AGREE TO THE TERMS ABOVE AND ACKNOWLEDGE THAT YOU INTEND TO BE LEGALLY BOUND BY THIS AGREEMENT.

Id. at Ex. 2, p. 6.

On November 2, 2021, Defendant Nwachukwu executed the Secrecy Agreement. *Id.* ¶ 5. Defendant Nwachukwu thereafter commenced employment with JGS and remained employed until her voluntary resignation on November 1, 2025. *Id.* ¶ 6.

II. DEFENDANT NWACHUKWU MISSAPPROPRIATED A SUBSTANTIAL AMOUNT OF JGS CONFIDENTIAL INFORMATION

A month prior to her voluntary resignation, Defendant Nwachukwu took a leave of absence effective October 1, 2025, during which she was not authorized to perform work or access JGS's internal systems. *Id.* ¶ 7. Defendant Nwachukwu did not return from her leave of absence, and instead, on November 1, 2025, informed JGS that she was voluntarily resigning from her employment, effective immediately. *Id.* ¶ 8.

On October 17, 2025, the ISRM team was alerted to unusual activity associated with Cynthia Nwachukwu's account, which was escalated for further investigation, including a forensic review of the account. McCarty Dec. ¶ 11. Before the forensic review was completed, Defendant Nwachukwu separated from the Company. *Id.* ¶ 12.

The forensic review revealed that, beginning on or about May 18, 2025, Defendant Nwachukwu downloaded large volumes of JGS documents to her personal computing device. *Id.* ¶ 13. In total, the review indicated that Defendant Nwachukwu downloaded in excess of 7,000 documents between May 18, 2025 and November 2, 2025. *Id.*

Notably, over 1,200 of these documents were downloaded in in October and November of 2025, as follows:

- a. On October 8, 2025, Defendant Nwachukwu downloaded approximately 43 documents to her unauthorized personal computing device.
- b. On October 9, 2025, Defendant Nwachukwu downloaded approximately 36 documents to her personal computing device.
- c. On October 12, 2025, Defendant Nwachukwu downloaded approximately 457 documents to her unauthorized personal computing device.
- d. On November 1, 2025, between 4:47 a.m. and 5:51 a.m., Defendant Nwachukwu downloaded approximately 530 documents to her unauthorized personal computing device.
- e. On November 2, 2025, between 9:06 p.m. and 9:23 p.m., Defendant Nwachukwu downloaded an additional 207 documents to her unauthorized personal computing device.

Id. ¶ 14.

Critically, the above-listed documents were all downloaded after the effective date of Defendant Nwachukwu's leave of absence, from which she did not return, including some after the effective date of Defendant Nwachukwu's voluntary resignation from JGS. *Id.*; Wong Dec. ¶¶ 7-8.

An internal review of the documents downloaded by Defendant Nwachukwu to her personal device reveals that Defendant Nwachukwu misappropriated, among other highly sensitive documents:

- a. **Annual Gap Assessments and Strategic Planning Documents for Brands/Assets:** Internal strategic reviews evaluating prior gaps, current performance and future opportunities for Company brands or assets, including clinical and real-world evidence needs, funding priorities, and strategic initiatives to support brand growth and positioning.

- b. **Strategic/Internal Documents:** Proprietary materials created for internal use to support brand strategy, employee education, physician engagement, or decision-making, including FAQs, roundtable decks, and analysis of clinical or market data.
- c. **Clinical Guidance Documents:** Proprietary internal documents that provide treatment guidance to healthcare professionals to support clinical trials, evidence generation, and brand strategy.
- d. **Proprietary Clinical/Research Studies:** Confidential internal documents summarizing clinical trial results, study analyses, or research data used to inform strategic planning, evidence generation, and brand decision-making.

See Wong Dec. ¶ 10. Notably, some of these documents predate Defendant Nwachukwu's start date by more than ten years. *Id.* ¶ 11.

Critically, although Defendant Nwachukwu's role was focused on Medical Affairs strategy for the lung asset portfolio, the forensic review revealed that she downloaded not only lung asset-related documents, but also highly confidential documents pertaining to JGS's neuroscience, immunology, cardiovascular, metabolism, retina, and infectious disease products, which are far afield from the lung cancer assets that were Defendant Nwachukwu's area of responsibility. *Id.* ¶ 12.

To illustrate, the primary asset Defendant Nwachukwu was responsible for within the lung cancer therapeutic area was RYBREVANT[®] (amivantamab). *Id.* ¶ 13. Nonetheless, among the Annual Gap Assessments and Strategic Planning Documents downloaded by Defendant Nwachukwu are materials relating to former and current commercial products with billions of U.S. dollars in sales and assets in development, including:

- Immunology: STELARA[®] (ustekinumab), TREMFYA[®] (guselkumab), SIMPONI[®] (golimumab), IMAAVY[®] (nipocalimab);
- Neuroscience: aticaprant, seltorexant, SPRAVATO[®] (esketamine);
- Cardiovascular, Metabolism (CVM): INVOKANA[®] (canagliflozin), milvexian, OPSUMIT[®] (macitentan), UPTRAVI[®] (selexipag); and
- Infectious Disease: OLYSIO (simprevir), SIRTURO[®] (bedaquiline), INCIVEK (teleprevir).

Id. ¶ 14. Additionally, within the Oncology therapeutic area, Defendant Nwachukwu downloaded numerous gap assessment and strategic planning documents related to cancers other than lung cancer, including:

- Prostate cancer: ZYTIGA[®] (abiraterone acetate);
- Bladder cancer: TAR-200; and
- Blood cancer: daratumumab, imbrutinib, talquetamab, teclistamab.

Id. ¶ 15.

Further, many of the documents downloaded by Defendant Nwachukwu are Johnson & Johnson Intellectual Property (“J&J IP”), as they contain company-owned, legally protected scientific, clinical, operational, or strategic information that provides JGS with competitive advantage and is strictly restricted from external dissemination. *Id.* ¶ 16. The specific examples described above are illustrative and do not represent an exhaustive list of the confidential information Defendant Nwachukwu exfiltrated from JGS. *Id.* ¶ 17.

The forensic review also revealed activity suggesting that Defendant Nwachukwu took steps to conceal the transfer of JGS Confidential Information to her personal computing device. McCarty Dec. ¶ 15. On multiple occasions, logs reflect that documents were deleted from her personal account and that the recycling bin was immediately emptied thereafter. *Id.*

III. DEFENDANT NWACHUKWU’S POST-JGS CONDUCT

A. Defendant Nwachukwu Founds Cynthera Precision Intelligence™

After her resignation, JGS discovered that Defendant Nwachukwu updated her public LinkedIn profile to list Cynthera Precision Intelligence™ as her current employer. (*See* Declaration of Harris S. Freier, Esq., dated March 27, 2026, “Freier Dec.” ¶ 2 Ex. A). Publicly available information indicates that Cynthera Precision Intelligence™ is a biotechnical research company founded and owned by Defendant Nwachukwu in 2025. *Id.* ¶ 3 Ex. B. JGS operates in the same

therapeutic and research spaces as Cynthera Precision Intelligence™, making the company a potential direct competitor. *Id.*

B. Defendant Nwachukwu Refuses to Cooperate with JGS Investigation

On November 25, 2025, JGS's Employee & Labor Relations team sent a letter to Defendant Nwachukwu notifying her that she may have improperly accessed, downloaded, or transferred proprietary and confidential documents. McCarty Dec. ¶ 16, Ex. 3). The letter advised Defendant Nwachukwu that, if confirmed, such conduct violated JGS policy, applicable agreements, and the law, and informed her that JGS was undertaking a review and investigation for which her cooperation would be required. *Id.* The letter further advised that JGS would follow up to schedule an interview. *Id.* On the same day, Defendant Nwachukwu acknowledged receipt of the letter, provided her contact information, and indicated that she was "committed to cooperating with the Company's review and will await further instructions regarding next steps, including any interviews and remediation processes." *Id.* ¶ 17, Ex. 4.

On December 1, 2025, Defendant Nwachukwu informed JGS that she had retained counsel and provided contact information for her attorneys. *Id.* ¶ 18. Accordingly, on December 11, 2025, the Information Security Risk Management ("ISRM") team emailed Defendant Nwachukwu and her counsel requesting that she participate in an interview via Microsoft Teams call. *Id.* ¶ 19. The ISRM team is responsible for monitoring, investigating, and protecting confidential, trade secret, copyrighted, and proprietary information belonging to JGS from unauthorized access, use, or disclosure. *Id.* ¶ 9. Such interviews are standard procedure used by the ISRM team to probe the circumstances surrounding potential unauthorized access, download, or transfer of JGS Confidential Information and to ensure that such information is properly secured and remediated. *Id.* ¶ 19.

When no response was received from either Defendant Nwachukwu or her counsel, JGS retained outside counsel to assist in securing Defendant Nwachukwu's cooperation. *Id.* ¶ 20. Accordingly, by letter dated December 18, 2025, the undersigned advised Defendant Nwachukwu's counsel of the misappropriation and her potential competitive business activities and requested that Defendant Nwachukwu participate in the interview and supervised remediation process. Freier Dec. ¶ 4 Ex. C. The undersigned asked that counsel provide Defendant Nwachukwu's availability for an interview on or before December 23, 2025. *Id.*

Defendant Nwachukwu's counsel responded on December 29, 2025, denying any misconduct by Defendant Nwachukwu, and asserting that her downloading of JGS documents may have been necessitated by her use of her unauthorized personal laptop when her JGS-issued device was allegedly "impaired." *Id.* ¶ 5 Ex. D. In light of Defendant Nwachukwu representations, the ISRM team immediately conducted an internal review, including Defendant Nwachukwu's device activity, technical support service tickets, and communications with her supervisor, to determine whether she had reported any computer issues. McCarty Dec. ¶ 21. The ISRM team found no evidence that Defendant Nwachukwu's JGS-issued device was impaired or otherwise malfunctioning during the relevant time period. *Id.* Notably, the ISRM team also found no evidence of authorization for Defendant Nwachukwu to use a personal device. *Id.*

On January 15, 2026, the undersigned again requested that Defendant Nwachukwu participate in an ISRM interview and supervised remediation process, and certify to the disposition of JGS's Confidential Information, with a requested response date of January 22, 2026. Freier Dec., *Id.* ¶ 6 Ex. E. On January 29, 2026, during a Microsoft Teams meeting between counsel, Defendant Nwachukwu's counsel expressed that he would not permit Defendant Nwachukwu to participate in the ISRM interview and indicated that she had allegedly sold the subject computing device to

which JGS Confidential Information had been downloaded, meaning she was no longer in possession of the device. *Id.* ¶ 7.

In a final effort to secure Defendant Nwachukwu's compliance with the ISRM interview and supervised remediation process, on February 27, 2026, the undersigned sent yet another letter to Defendant Nwachukwu's counsel advising that JGS would file a lawsuit should Defendant Nwachukwu continue to refuse the ISRM interview and remediation process. *Id.* ¶ 8 Ex. F. To date, JGS has been unable to secure Defendant Nwachukwu's cooperation in an interview or in the remediation process necessary to ensure the return and protection of the documents Defendant Nwachukwu exfiltrated. McCarty Dec. ¶ 22.

C. Defendant Nwachukwu's Affiliation with Summit Therapeutics Inc.

Further, in addition to her affiliation with Cynthera Precision Intelligence™, Defendant Nwachukwu is currently employed by Summit Therapeutics Inc., a direct competitor of JGS. Upon information and belief, her employment with Summit Therapeutics commenced almost immediately after her resignation from JGS.

IV. POTENTIAL HARM TO JGS

The documents Defendant Nwachukwu downloaded contain internal data, analyses, conclusions, and strategic roadmaps, which constitute highly confidential, non-public information. Wong Dec. ¶ 18. If disclosed, these documents would reveal JGS's competitive intelligence, market access strategies, and medical affairs planning. *Id.* ¶ 18. Access to such information would provide a competitor, including Summit Therapeutics, with significant insight into how to directly compete against JGS, enabling the replication of JGS's strategies, anticipation of its market actions, or development of competing approaches designed to circumvent JGS's positioning. *Id.* ¶ 18.

The documents that Defendant Nwachukwu downloaded could assist competitors in innumerable ways, including but not limited to, the following:

- Pipeline presentations may contain undisclosed Research and Development (R&D) assets and targets: If confidential pipeline assets, targets, or mechanisms are exposed, competitors could pursue blocking IP, or adjust their portfolios to directly compete or neutralize future launches;
- Marketing and launch strategy: Early visibility into positioning, messaging, timing, or regional priorities would allow competitors to preemptively counter key narratives, and circumvent planned market activity;
- Target Product Profiles (TPPs) (outline what success looks like—intended indications, differentiation, and safety and efficacy thresholds). In the hands of a competitor, they provide a roadmap for others to design products or trials specifically to undercut those goals;
- Medical Affairs and evidence strategy: Exposure of MAF plans, scientific narratives, or data dissemination strategies could allow competitors to challenge JGS’s scientific positioning or dilute the impact of planned evidence generation.
- Market access and payer evidence needs: Access to pricing assumptions, value stories, or HEOR (health economics and outcomes research) plans could be used to undermine strategic priorities.

Id. ¶ 19.

In addition, the scope and nature of the information create a substantial risk that Defendant Nwachukwu could leverage this information for personal gain, including through her consulting activities with Cynthera Precision Intelligence™. *Id.* ¶ 20. Defendant Nwachukwu could misappropriate JGS’s proprietary strategies, present them as her own, and/or sell them to third parties for financial gain. *Id.* ¶ 20. Such conduct would materially undermine JGS’s market position and confer an unjust financial benefit on Defendant Nwachukwu. *Id.* ¶ 20.

The harm to JGS resulting from the use or disclosure of this information, including loss of competitive advantage, erosion of market position, and misappropriation of proprietary strategy, would be difficult, if not impossible, to quantify. *Id.* ¶ 21.

ARGUMENT

JGS satisfies the legal standard to obtain the preliminary injunctive relief requested. The elements required for a preliminary injunction are: (1) a reasonable likelihood of success on the merits of the underlying claims; (2) irreparable harm; (3) minimal possibility of harm to other interested persons from the grant or denial of the injunction; and (4) the public interest which weighs in favor of granting relief. *See, e.g., Reilly v. City of Harrisburg*, 858 F.3d 173, 176 (3d Cir. 2017) (quotation and citation omitted); *see also Durel B. v. Decker*, 455 F. Supp. 3d 99, 106 (D.N.J. 2020) (explaining that the court considers whether “all four factors, taken together, balance in favor of granting the requested preliminary relief”) (quotation and citation omitted).

I. JGS WILL LIKELY SUCCEED ON THE MERITS OF ITS BREACH OF CONTRACT CLAIM

Under New Jersey law,¹ to prevail on its claim that Defendant Nwachukwu breached her contractual obligations, JGS must show that “(1) a valid contract existed, (2) that the defendant failed to perform under the contract, and (3) that a failure to perform caused injury to plaintiff.” *Gutwirth v. Woodford Cedar Run Wildlife Refuge*, 38 F. Supp. 3d 485, 491 (D.N.J. 2014).

A. The Secrecy Agreement is Valid and Enforceable

Under New Jersey law, courts apply the same reasonableness framework to confidentiality agreements as to other restrictive covenants, enforcing such agreements where they are reasonably necessary to protect legitimate business interests, do not impose undue hardship, and do not impair the public interest. *Nat’l Reprographics, Inc. v. Strom*, 621 F. Supp. 2d 204, 222-23 (D.N.J. 2009) (citing *Solari Indus. v. Malady*, 55 N.J. 571, 576 (1970)).

¹ The subject agreement contains a New Jersey choice-of-law provision.

i. The Secrecy Agreement is Necessary to Protect JGS's Legitimate Interest

Here, the Secrecy Agreement's provisions governing the confidentiality of JGS information and the return of its property impose reasonable restrictions necessary to protect JGS's legitimate interests in its confidential information. "Employers have a well-established right to safeguard such information through contract." *Nat'l Reprographics*, 621 F. Supp. 2d at 226. Courts consistently recognize that confidential business information, goodwill, and reputation constitute legitimate interests worthy of protection. *See e.g., HR Staffing Consultants LLC v. Butts*, 627 F. App'x 168, 171 (3d Cir. 2015); *Lamorte v. Burns*, 167 N.J. 285, 301 (2001); *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609, 636 (1988); *American Financial Resources v. The Money Source*, 2014 WL 1705617 (D.N.J. Apr. 28, 2014).

Accordingly, businesses have a legitimate interest in protecting "highly specialized, current information not generally known in the industry" and "are in need of some protection against the use or disclosure of valuable information regarding the employer's business, which information is passed on to certain employees confidentially by virtue of the positions those employees hold in the employer's enterprise." *Campbell Soup Co. v. Desatnick*, 58 F. Supp. 2d 477, 489 (D.N.J. 1999) (quoting *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609, 638-39 (1988)); *Synthes, Inc. v. Gregoris*, 228 F. Supp. 3d 421, 430 (E.D. Pa. 2017) (applying New Jersey law) (citation omitted).

Here, Defendant Nwachukwu acknowledged that in her role as Director, Global Medical Affairs Execution with JGS, she occupied a position of trust and confidence and had access to JGS's confidential, proprietary, and trade secret information, the disclosure of which would cause substantial and irreparable harm. Wong Dec. at Ex. 2. The Secrecy Agreement is therefore

narrowly tailored to protect JGS's legitimate business interest in maintaining the confidentiality of its proprietary information and trade secrets and is therefore enforceable.

ii. Enforcing the Secrecy Agreement Would Not Cause Defendant Nwachukwu Undue Hardship.

According to the New Jersey Supreme Court, "the reason for the termination of the parties' relationship" is relevant to analysis of whether enforcement of a restrictive covenant would cause undue hardship. *The Comm. Hosp. Grp., Inc. v. More*, 183 N.J. 36, 59 (2005) (explaining that since a defendant "voluntarily resigned and brought any hardship upon himself, that hardship is not an impediment to enforcement of the restriction"). "Courts are less likely to find an undue hardship when the employee terminates the employment relationship." *Gregoris*, 228 F. Supp. 3d at 431. Here, Defendant Nwachukwu voluntarily resigned from her employment with JGS.

Moreover, Defendant Nwachukwu not only voluntarily left JGS, but she also misappropriated its confidential information. Where a party has engaged in serious misconduct, he or she cannot argue "hardship" because "[h]arm resulting from the willful breach of a valid restrictive covenant is not the sort of harm the law seeks to protect against." *22nd Century Techs., Inc. v. iLabs, Inc.*, 2023 WL 3409063, at *6 (3d Cir. May 12, 2023); *see also Pappan Enterprises, Inc. v. Hardee's Food Sys., Inc.*, 143 F.3d 800, 806 (3d Cir. 1998) (finding the "self-inflicted nature of any harm suffered...weighs in favor of granting preliminary injunctive relief").

Here, the requested injunction is narrowly tailored to secure the return of JGS's confidential, proprietary and trade secret information, and to prevent Defendant Nwachukwu from using or disclosing it.

iii. Enforcing the Secrecy Agreement Would Not Impair Public Interest.

Enforcing the Secrecy Agreement would promote the public's interest in business stability and certainty. *See, e.g., Wright Med. Tech., Inc. v. Somers*, 37 F. Supp. 2d 673, 684 (D.N.J. 1999);

see also Gregoris, 228 F. Supp. 3d at 432 (noting that enforcement of the restrictive covenants would “benefit[] the public, bringing stability and predictability to business relationships”).

Enforcing the Secrecy Agreement upholds the integrity of contracts protecting confidential information, ensuring that businesses can depend on their employees to comply with their obligations. It restores the *status quo* prior to the breach, safeguards the integrity of business operations, and discourages future misappropriation. Accordingly, the public interest favors enforcement of the Secrecy Agreement.

B. Defendant Nwachukwu Breached the Secrecy Agreement, and Absent Injunctive Relief, Will Continue to Violate its Terms

As set forth above, Defendant Nwachukwu materially breached the Secrecy Agreement by improperly accessing, downloading, and retaining thousands of JGS’s confidential and proprietary documents outside the scope of her job responsibilities and in violation of express contractual restrictions. Unless enjoined, there is an immediate and substantial risk that she will continue to use or disclose this information.

Defendant Nwachukwu’s conduct demonstrates a clear disregard for her obligations under the Secrecy Agreement. She exceeded her authorized access by downloading thousands of files to her personal device, including documents unrelated to her role, more than 500 documents while on leave of absence, and more than 700 documents after tendering her resignation. McCarty Dec. ¶ 5. This conduct evidences both intentional misuse and a substantial likelihood of continued violations.

Her post-employment conduct further underscores this risk, as she has misrepresented and continues to misrepresent the circumstances surrounding her activity, failed to return or account for the misappropriated materials, claimed to have sold the subject device containing JGS’s

confidential information, and refused to participate in JGS's remediation efforts. Freier Dec. ¶¶ 5-8; McCarty Dec. ¶ 22.

Given this conduct, the risk of harm to JGS is obvious and imminent. *See NASC Servs., Inc. v. Jervis*, 2008 WL 2115111, at *4 (D.N.J. May 19, 2008) ("Nondisclosure agreements protect the employer against the former employee disclosing proprietary information to competitors. . . . Where disclosures of proprietary information are inevitable, it is appropriate for the Court to protect the plaintiff employer's interests with preliminary injunctive relief.")

C. Defendant Nwachukwu's Breach of the Secrecy Agreement Has Caused and Will Continue to Cause JGS Irreparable Injury

Defendant Nwachukwu's unauthorized taking, retention, and likely use or disclosure of JGS's highly confidential and trade secret information has caused and will continue to cause irreparable injury. *See, e.g., Nat'l Starch & Chem. Corp. v. Parker Chem. Corp.*, 219 N.J. Super. 158, 162 (N.J. Sup. Ct. App. Div. 1987) ("Damages will not be an adequate remedy when the competitor has obtained secrets. The cat is out of the bag and there is no way of knowing to what extent their use has caused damage or loss.").

Due to Defendant Nwachukwu's conduct, JGS has lost control over its confidential and trade secret information, and there is no adequate remedy at law to address the resulting harm. This ongoing loss of confidentiality, competitive advantage, and business integrity constitutes immediate and irreparable injury warranting injunctive relief.

II. JGS WILL LIKELY SUCCEED ON THE MERITS OF ITS STATUTORY MISAPPROPRIATION CLAIMS

Separate and apart from its breach-of-contract claims, JGS is entitled to preliminary injunctive relief on its claims under the New Jersey Trade Secrets Act, N.J.S.A. 56:15- *et seq.* ("NJTSA") and the Defendant Trade Secrets Act, 18 U.S.C. 1836 *et seq.* ("DTSA"). Violations of

NJTSA and DTSA both require: “(1) the existence of a trade secret and (2) the misappropriation of that secret.” *Par Pharm., Inc. v. QuVa Pharma, Inc.*, 2018 WL 1374023, at *6 (D.N.J. Mar. 16, 2018) (citing 18 U.S.C. § 1839(3), (5); N.J.S.A. 56:15-2). For courts in this District, the analysis under DTSA folds into that of the NJTSA. The essential inquiry for a trade secret is whether the information derives economic value, the information is not readily ascertainable by other means, and the holder endeavors for it to remain confidential. *Baxter Healthcare Corp. v. HQ Specialty Pharma Corp.*, 157 F. Supp. 3d 407, 423 (D.N.J. 2016) (quoting N.J.S.A. 56:15-2).

Here, there is voluminous and irrefutable evidence that Defendant Nwachukwu’s stole over 7,000 JGS documents. McCarty Dec. ¶ 4. JGS has also submitted the accompanying Declaration of Eric Wong, which outlines specific examples of JGS trade secret information among the misappropriated documents, including material that is not generally known to the marketplace or outside of the Company that derives substantial economic value from not being generally known. Wong Dec. ¶¶ 10-16. These documents include information regarding JGS’s pharmaceutical pipeline, launch strategies, business plans, and cost analyses. They have significant economic value and are precisely the type of information the NJTSA and DTSA protect. Wong Dec. ¶ 10.

As this Court has recognized in granting a preliminary injunction under similar circumstances, such sensitive, internal “data for the development of medical treatments is axiomatic trade secret information” shielded by the NJTSA and DTSA. *Legend Biotech USA Inc.*, 2024 WL 919082, at *6.

Courts routinely grant preliminary injunctive relief where, as here, there is direct evidence that a defendant actually took trade secret information. See *Sunbelt Rentals v. Love*, 2021 WL 82370, at *25 (D.N.J. Jan. 11, 2021) (finding plaintiff likely to succeed on NJTSA and DTSA claims where defendant sent non-public competitive business strategy information from company

computer to personal email); *Acteon, Inc. v. Harms*, 2020 WL 6694411, at *10 (D.N.J. Nov. 6, 2020) (finding likelihood of success where former employee emailed pricing, discounts, margins, sales data, and a confidential technical PowerPoint to personal email address). Indeed, courts have consistently found likelihood of success where a former employee emailed confidential information to personal email addresses before resignation to join a competitor. See *Legend Biotech USA Inc.*, 2024 WL 919082, at *5-6 (finding reasonable probability of proving misappropriation where defendant emailed confidential information to personal email account); *Shrink Packaging Sys. Corp. v. Kist*, 2023 WL 5664733, at *7 (D.N.J. Sept. 1, 2023) (improper acquisition occurs “when a defendant agreed to abide by a confidentiality agreement but ‘impermissibly sen[ds] the trade secrets to her personal email account in violation of [p]laintiff’s policies and confidentiality agreement”).

Accordingly, JGS has demonstrated a strong likelihood of success on its NJTSA and DTSA claims and is entitled to preliminary injunctive relief to secure the return or deletion of its trade secret information from Defendant Nwachukwu’s personal computing device and to prohibit Defendant Nwachukwu from continued possession of or access to its confidential materials.

III. JGS WILL LIKELY SUCCEED ON THE MERITS OF ITS COMPUTER-RELATED OFFENSES CLAIMS

A. Computer Fraud and Abuse Act

The Computer Fraud and Abuse Act ("CFAA") prohibits unauthorized access to protected computers and the knowing acquisition of information by exceeding authorized access. 18 U.S.C. § 1030(a)(2), (a)(4). To establish a violation under 18 U.S.C. § 1030(a)(4), a plaintiff must demonstrate that (1) defendant accessed a “protected computer”; (2) did so without authorization or by exceeding such authorization as was granted; (3) acted “knowingly” and with “intent to defraud”; and (4) as a result, “furthered the intended fraud and obtained anything of value.” 18

U.S.C. § 1030(a)(4); *see also Pacific Aerospace & Elecs., Inc. v. Taylor*, 295 F. Supp. 2d 1188, 1195 (E.D. Wash. 2003). Defendant Nwachukwu's conduct satisfies each element.

Defendant Nwachukwu knowingly and intentionally accessed JGS's protected computer systems without authorization and exceeded authorized access by downloading thousands of JGS documents to her personal computing device, including more than 500 documents while on a leave of absence, during which she was not authorized to access JGS systems, and more than 700 documents after tendering her voluntary resignation. McCarty Dec. ¶ 14; Wong Dec. ¶¶ 7-8. Specifically, on October 1, 2025, Defendant Nwachukwu commenced a leave of absence, during which time she was not authorized to perform work or access JGS's internal systems. Wong Dec. ¶ 7. Despite this, Defendant Nwachukwu downloaded approximately 43 documents on October 8, 2025, approximately 36 documents on October 9, 2025, and approximately 457 documents on October 12, 2025—all while on leave and without any authorization or conceivable business need to do so. *Id.*; McCarty Dec. ¶ 14(a)-(c).

Defendant Nwachukwu's unauthorized access continued even after she voluntarily severed her employment relationship with JGS. On November 1, 2025, at 2:05 a.m., Defendant Nwachukwu submitted her voluntary resignation via email, which was effective immediately. Wong Dec. ¶ 7. Later that same day, between 4:47 a.m. and 5:51 a.m., she downloaded approximately 530 documents to her personal computing device. McCarty Dec. ¶ 14(d). Then, on the night of November 2, 2025, she downloaded an additional 207 documents. *Id.* ¶ 14(e). At this point, Defendant Nwachukwu was no longer employed with JGS, and thus, had no authorization whatsoever to access JGS's systems, yet she continued to do so and to misappropriate JGS's confidential information.

Finally, the evidence establishes that Defendant Nwachukwu obtained JGS Confidential Information with intent to defraud and for the purpose of misappropriating JGS's trade secrets, in violation of 18 U.S.C. § 1030(a)(2) and (a)(4). Her improper purpose in downloading the documents is evidenced by the extraordinary breadth of documents downloaded—including highly confidential documents relating to JGS's neuroscience, immunology, cardiovascular, metabolism, retina, and infectious disease products, therapeutic areas far outside her area of responsibility. Wong Dec. ¶ 12. Her intent to defraud is further evidenced by her deletion of documents in effort to conceal her conduct and avoid detection. McCarty Dec. ¶ 15. Her fraudulent intent is further evidenced by her reaction once notified that JGS was aware of her misappropriation: she has misrepresented and continues to misrepresent the circumstances surrounding her activity, failed to return or account for the misappropriated materials, claimed to have sold the subject device containing JGS's confidential information, and refused to participate in JGS's remediation efforts. Freier Dec. ¶¶ 5-8; McCarty Dec. ¶ 22.

Accordingly, JGS is likely to succeed on its CFAA claim.

B. The New Jersey Computer Related Offenses Act

The New Jersey Computer Related Offenses Act ("NJCROA") provides civil remedies for Defendant Nwachukwu's conduct. The NJCROA creates a civil cause of action for "[t]he purposeful or knowing, and unauthorized altering, damaging, taking or destruction of any data, data base, computer program, computer software or computer equipment existing internally or externally to a computer, computer system or computer network." N.J.S.A. 2A:38A-3(a). Defendant Nwachukwu's conduct falls squarely within this prohibition.

Courts consistently hold that an employee who knowingly copies confidential information belonging to the employer without authorization to personal devices or email, is liable under

N.J.S.A. 2A:38A-3(a). See *Auto. Res. Mgmt. LLC v. Favo*, 2022 WL 1080991 (D.N.J. Apr. 11, 2022). In *Favo*, the employee, just prior to her termination, “copied a large number of [the employer’s] confidential documents to her personal email account.” *Favo*, 2022 WL 1080991, at *1. Here, Defendant Nwachukwu’s conduct is far more egregious. Defendant Nwachukwu engaged in a sustained course of misappropriation over several months and encompassing, downloading over 7,000 documents, including while on a leave of absence and after her voluntary resignation, thus exceeding authorized access. McCarty Dec. ¶ 13; Wong Dec. ¶¶ 7-8. She also took affirmative steps to conceal her misconduct by deleting files and immediately emptying recycling bins, demonstrating actual knowledge that her conduct was unauthorized. McCarty Dec. ¶ 6.

Such conduct establishes liability under the NJCROA, entitling JGS to injunctive relief.

C. Stored Communication Act

The Stored Communications Act (“SCA”), 18 U.S.C. § 2701(a), prohibits intentionally accessing without authorization, or exceeding authorized access to, a facility through which an electronic communication service is provided in order to obtain electronic communications in storage. See *In re Google Inc. Cookie Placement Consumer Priv. Litig.*, 806 F.3d 125, 145-46 (3d Cir. 2015).

Defendant Nwachukwu’s conduct falls squarely within this prohibition. She intentionally accessed JGS’s cloud-based communication systems, including its email and collaborative platforms such as SharePoint and OneDrive, which function as centralized facilities through which electronic communications are transmitted, shared, and stored. Through this access, Defendant Nwachukwu obtained stored electronic communications, including emails, attachments, and shared business materials exchanged among JGS personnel in the ordinary course of business.

Critically, Defendant Nwachukwu engaged in this access while on leave and after her resignation, when she no longer had authorized access to JGS' systems. By accessing these systems and retrieving stored communications at times when she was no longer permitted to do so, Defendant Nwachukwu exceeded any authorized access within the meaning of the SCA.

Accordingly, JGS is entitled to injunctive relief to secure the return or deletion of improperly obtained electronic communications and associated materials.

IV. JGS WILL SUFFER IMMEDIATE AND IRREPARABLE HARM WITHOUT A PRELIMINARY INJUNCTION

To establish irreparable harm, a plaintiff must "demonstrate a potential harm which cannot be redressed by a legal or equitable remedy following a trial." *Strom*, 621 F. Supp. 2d at 229. The injury "must be of a peculiar nature, so that compensation in money cannot atone for it." *Campbell Soup Co. v. ConAgra, Inc.*, 977 F.2d 86, 92 (3d Cir. 1992). It is well-established that the potential disclosure of a plaintiff's trade secrets constitutes irreparable harm *per se*, as the value of a trade secret is lost entirely once disclosed. *See Jackson Hewitt, Inc. v. DJSJG Utah Tax Serv., LLC*, 2011 WL 90311, at *6 (D.N.J. Jan. 10, 2011) ("[w]here a party is in possession of another party's confidential information and is poised to use or disclose such information, there is a likelihood of irreparable harm"); *Strom*, 621 F. Supp. 2d at 229 (finding potential disclosure to competitor sufficient to demonstrate irreparable harm because "[t]here is no question that using [plaintiff's] confidential information and proprietary information for the benefit of its competitors could potentially destroy [plaintiff's] business"); *Neo Gen Screening, Inc. v. TeleChem Int'l, Inc.*, 69 F. App'x 550, 554-55 (3d Cir. 2003) (holding loss of trade secrets was irreparable harm because "a trade secret once lost is, of course, lost forever").

Here, there is conclusive forensic proof that Defendant Nwachukwu took over 7,000 confidential documents. Under controlling Third Circuit authority, this evidence establishes

irreparable harm as a matter of law. *See Strom*, 219 N.J. Super. 158 at 162. The harm of potential misuse of confidential information, loss of business opportunities, and impairment of business goodwill are quintessential injuries that cannot be redressed post hoc by money damages. *See ADP, LLC v. Pittman*, 2019 WL 5304148, at *18 (D.N.J. Oct. 18, 2019).

Moreover, JGS has invested substantial time, effort, and resources in developing and maintaining its Confidential Information, the value of which is being and will continue to be diminished by Defendant Nwachukwu's conduct. JGS lacks an adequate remedy at law to prevent the continued misappropriation and disclosure of this information. With access to JGS's confidential information, a competitor could: adjust its own market access plans to beat JGS to market or undercut JGS on price; impede or divert JGS's customer relationships to gain market share; make strategic changes to its product portfolio or investments to erode JGS's competitive advantage; negatively impact JGS's product launches; adjust pricing, rebate, and discounting strategies to undercut JGS; and leverage the significant economic investment JGS has made in compiling and developing its business strategies to directly compete. Wong Dec. ¶ 19.

No amount of money can make JGS whole if Defendant Nwachukwu continues to possess and potentially use or disclose this confidential information. For all of these reasons, JGS will suffer immediate and irreparable harm absent the preliminary injunctive relief requested herein.

V. THE BALANCE OF THE EQUITIES FAVORS JGS

When considering a motion for a preliminary injunction, the court "must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief." *Buzz Bee Toys, Inc. v. Swimways Corp.*, 20 F. Supp. 3d 483, 510 (D.N.J. 2014). Injunctive relief will protect JGS's legitimate business interests and ensure a Court-ordered forensic inspection of Defendant Nwachukwu's personal devices, cloud accounts,

and email to ensure a full accounting for and remediation of her misappropriation. Defendant Nwachukwu will not suffer any harm caused by returning information she was never entitled to take or disclose. In contrast, JGS will suffer significant and irreparable harm absent an injunction due to the imminent risk of the continued use and disclosure its confidential, proprietary, and trade secret information.

VI. AN INJUNCTION WILL SERVE THE PUBLIC INTEREST

Courts have recognized that contractual provisions protecting confidential and trade secret information and preventing unfair competition caused by the use or misappropriation of such confidential information serves the public interest. *See Money Mktg. v. Silver Aspen, Inc.*, 2006 WL 8457663, at *5 (D.N.J. June 9, 2006) (“The public has an interest in ensuring that valid contractual provisions are enforced, that confidential business information is protected, and that unfair competition through the use of confidential and proprietary information is discouraged.”). The relief that JGS seeks will ensure that businesses are able to protect their legitimate interests, such as confidential, proprietary, and trade secret information. *See Desatnick*, 58 F. Supp. 2d at 489. Accordingly, the public interest in this regard will be well-served by preliminary injunctive relief against Defendant Nwachukwu.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court issue an injunction in the form requested in the accompanying Motion and Proposed Order.

Respectfully submitted,

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Dated: March 27, 2026