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KEVIN O'ROURKE, Plaintiff, vs. HOLTEC INTERNATIONAL CORPORATION, HOLTEC INTERNATIONAL POWER DIVISION, INC., KRISHNA SINGH, and JOHN DOES 1-5 AND 6-10, Defendants.	SUPERIOR COURT OF NEW JERSEY CAMDEN COUNTY - LAW DIVISION DOCKET NO: CAM-L-1585-23 CIVIL ACTION **PLAINTIFF'S ANSWER TO DEFENDANTS' COUNTERCLAIMS**

ANSWER TO DEFENDANTS' COUNTERCLAIMS

1. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs.

2. Admitted Plaintiff was a resident of the State of Florida at the time Plaintiff filed his Complaint.

3. Admitted Defendant hired Plaintiff on May 21, 2021.

4. Admitted Plaintiff signed the attached agreement as a condition of Plaintiff's employment.

5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted that language is included in the attached document.

9. Admitted that language is included in the attached document.

10. Admitted that language is included in the attached document.

11. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs.

12. Denied. Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. The term "highest levels of Confidential Information" is ambiguous and subject to interpretation and Plaintiff does not know if the information Defendants provided him fits this definition.

13. Denied. The term "highest levels of Confidential Information" is ambiguous and subject to interpretation and Plaintiff does not know if the information Defendants provided him fit this definition. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs.

14. Denied. The term "sales and financial projections" is ambiguous and subject to interpretation and Plaintiff does not know if the information Defendants provided him fit this definition. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants regularly publicized information about its business on its website and through other means.

15. Denied. The term "potential collaborations" is ambiguous and subject to interpretation and Plaintiff does not know if the information Defendants provided him fit this definition. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants regularly publicized information about its business on its website and through other means.

16. Denied. The term "research and development" is ambiguous and subject to interpretation and Plaintiff does not know if the information Defendants provided him fit this definition. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants regularly publicized information about its business on its website and through other means.

17. Denied. The term "future plans" is ambiguous and subject to interpretation and Plaintiff does not know if the information Defendants provided him fit this definition. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants regularly publicized information about its business on its website and through other means.

18. Denied. The term "certain legal strategies" is ambiguous and subject to different interpretations making it impossible for Plaintiff to accurately answer this allegation. Furthermore, Plaintiff was not part of Defendants' legal team as the CFO.

19. Admitted Defendants fired Plaintiff on August 30, 2022, after Plaintiff objected to and refused to participate in Defendants' illegal conduct.

20. Denied. The term "Confidential Information" is ambiguous and subject to different interpretations making it impossible for Plaintiff to accurately answer this allegation.

21. Admitted.

22. Denied. The term "Confidential Information" is ambiguous and subject to different interpretations making it impossible for Plaintiff to accurately answer this allegation. Furthermore, whether and under what circumstances a complaint may be filed under seal requires a legal conclusion.

23. Denied. Whether and under what circumstances a complaint may be filed under

seal requires a legal conclusion.

24. Denied. The term "Confidential Information" is ambiguous and subject to different interpretations making it impossible for Plaintiff to accurately answer this allegation. Denied also that the information alleged by Counterclaimant was contained in Plaintiff's Complaint. Denied also that Plaintiff revealed a potential collaboration because Defendants' business relationship with the company identified in Plaintiff's complaint was made public by Defendants prior to the filing of Plaintiff's lawsuit, and therefore, was not "confidential" as defined by Defendants' own agreement. Denied also because a party cannot be prohibited from disclosing illegal and fraudulent conduct pursuant to a confidentiality agreement.

25. Denied. Defendants' business relationship with the company was made public by Defendants prior to the filing of Plaintiff's lawsuit.

26. Denied. Plaintiff was not required to obtain Defendants' permission to file a lawsuit regarding Defendants' illegal conduct.

27. Denied. Plaintiff was not required to obtain Defendants' permission to file a lawsuit regarding Defendants' illegal conduct. The term "Confidential Information" is ambiguous and subject to different interpretations making it impossible for Plaintiff to accurately answer this allegation. Denied also because a party cannot be prohibited from disclosing illegal and fraudulent conduct pursuant to a confidentiality agreement.

28. Denied. Plaintiff was not required to obtain Defendants' permission to file a lawsuit regarding Defendants' illegal conduct. Denied also because a party cannot be prohibited from disclosing illegal and fraudulent conduct pursuant to a confidentiality agreement. Denied because Plaintiff's Complaint revealed illegal conduct and therefore not information defined as confidential pursuant to Defendants' agreement.

29. Denied that Plaintiff breached any agreement. As to alleged "damages," Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs.

30. This does not contain an allegation.

31. Denied. This allegation is extremely ambiguous as to Defendants having a contract with a potential investor, without identifying a time period or the potential investor. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants also publicly announced its relationships with clients on their website and through other means.

32. Denied. This allegation is extremely ambiguous as to Defendants having a contract with a potential investor, without identifying a time period or the potential investor. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants also publicly announced its relationships with clients on their website and through other means.

33. Denied. This allegation is extremely ambiguous as to Defendants having a contract with a potential investor, without identifying a time period or the potential investor. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants also publicly announced its relationships with clients on their website and through other means.

34. Denied. This allegation is extremely ambiguous as to Defendants having a contract with a potential investor, without identifying a time period or the potential investor. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants also publicly

announced its relationships with clients on their website and through other means.

35. Denied. This allegation is extremely ambiguous as to Defendants having a contract with a potential investor, without identifying a time period or the potential investor. Accordingly, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs. Defendants also publicly announced its relationships with clients on their website and through other means.

36. Denied that Plaintiff's complaint contained any false allegations. Admitted that media outlets published the accurate allegations in Plaintiff's complaint.

37. Denied that Plaintiff breached any agreement. As to alleged "damages," Plaintiff is without knowledge or information sufficient to form a belief as to the truth of this allegation and leaves Counterclaimants to their proofs.

SEPARATE DEFENSES

Plaintiff asserts the following separate defenses to Defendants' counterclaims.

FIRST SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrines of accord and satisfaction.

SECOND SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of waiver.

THIRD SEPARATE DEFENSE

Defendants' counterclaims are barred by collateral estoppel.

FOURTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of duress.

FIFTH SEPARATE DEFENSE

Defendants did not suffer any damages as a result of Plaintiff's alleged conduct.

SIXTH SEPARATE DEFENSE

To the extent Defendants suffered any damages they were not the result of Plaintiff's alleged conduct, but the conduct of Defendants and/or third parties.

SEVENTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of immunity.

EIGHTTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of laches and/or statute of limitations.

NINTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrines of modification or abandonment of contract.

TENTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of unclean hands.

ELEVENTH SEPARATE DEFENSE

Defendants' counterclaims are barred because the allegations in Plaintiff's complaint are allegations of illegal and fraudulent conduct, and therefore, not subjected to any confidentiality agreement.

TWELFTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of immunity pursuant to the litigation privilege.

THIRTENNTH SEPARATE DEFENSE

Defendants' counterclaims are barred by res judicata.

FOURTEENTH SEPARATE DEFENSE

Defendants' counterclaims are barred by the doctrine of unconscionable contract.

FIFTEENTH SEPARATE DEFENSE

Defendants' counterclaim should be dismissed because Defendants' allegations fail to state a claim upon which relief can be granted.

DEMAND FOR STATEMENT OF DAMAGES

Pursuant to New Jersey Court Rule 4:5-2, Plaintiff hereby demands a written statement of all of Defendants' damages within five days of service of this Answer.

DEMAND FOR DOCUMENTS

Pursuant to New Jersey Court Rule 4:18-2, Plaintiff hereby demands Defendants produce any and all documents referred to in Defendants' Counterclaims to be served on counsel for Plaintiff within five days of this Answer.

JAVERBAUM WURGAFT HICKS KAHN WIKSTROM & SININS, P.C.

s/ Drake P. Bearden, Jr.
Drake P. Bearden Jr.

Dated: September 11, 2023

CERTIFICATE OF SERVICE

Drake P. Bearden, Jr., does hereby certify that on September 11, 2023 he caused the foregoing pleading to be served upon all persons noted below by electronic filing:

James P. Anelli, Esquire
anellij@whiteandwilliams.com

Joseph M. Carr, Esquire
carrj@whiteandwilliams.com

Ryan T. Warden, Esquire
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/s/ Drake P. Bearden, Jr.
Drake P. Bearden, Jr.\