

EXHIBIT A

Sean Carnathan

From: Sean Carnathan
Sent: Wednesday, October 10, 2012 1:02 PM
To: 'SB'
Subject: FW: Tuckerbrook v. Banerjee, U.S. District Court - C.A. No. 12-11643
Attachments: Banerjee Summons 9.10.12.pdf; Tuckerbrook Category & CA Cover Sheets 9.10.12.pdf; Tuckerbrook Complaint 9.10.12.pdf

Hi Mr. Banerjee,

I see that you are corresponding with Mr. Dehmel and Mr. Posner from this address just over 15 minutes ago regarding the subpoena in the Connecticut litigation, but you never responded to my inquiry about service of the summons and complaint in the new action. I understand that no one signed the certified mail package we sent you either.

As you will recall, you agreed to accept service in the new action. Please acknowledge service promptly by return email or I will be force to file a motion to deem service effected, and I will ask the court to award us our attorney's fees and costs.

Thank you.

Sean T. Carnathan
O'Connor, Carnathan and Mack LLC
1 Van De Graaff Dr., Suite 104
Burlington, MA 01803
Direct Line: 781-359-9002
Fax: 781-359-9001
www.ocmlaw.net

From: Sean Carnathan
Sent: Monday, September 10, 2012 11:31 AM
To: 'akshita banerjee'; 'sbaner@gmail.com'; 'Akshita Gandhi'
Subject: Tuckerbrook v. Banerjee, U.S. District Court - C.A. No. 12-11643

Hi Folks,

When we were in court on the prior complaint, you agreed to accept service of the new complaint in the renewed matter. Attached is the summons and complaint in pdf format. Will you accept it in this format?

If not, where would you like me to send it?

Thank you.

Sean T. Carnathan
O'Connor, Carnathan and Mack LLC
1 Van De Graaff Dr., Suite 104
Burlington, MA 01803
Direct Line: 781-359-9002
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UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS

**TUCKERBROOK ALTERNATIVE INVESTMENTS,
LP,**

Plaintiff

v.

Civil Action No.: 1:12-CV-11643-JCB

SUMANTA BANERJEE

Defendant

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Sumanta Banerjee
23 Soundview Farm Road
Weston, CT 06883

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SARAH ALLISON THORNTON

CLERK OF COURT

/s/ – Clarilde M Geraldino-Karasek

Signature of Clerk or Deputy Clerk



ISSUED ON 2012-09-04 16:04:56.0, Clerk USDC DMA

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

TUCKERBROOK ALTERNATIVE INVESTMENTS, LP.,)	
)	
Plaintiff)	CASE NO.
v.)	
SUMANTA BANERJEE,)	
)	
Defendant.)	

COMPLAINT

INTRODUCTION

1. In May 2006, Plaintiff Tuckerbrook Alternative Investments L.P. ("Tuckerbrook") hired Defendant Sumanta Banerjee ("Banerjee") to manage the investments in two of Tuckerbrook's proprietary hedge funds, the Global Distressed Fund ("GDF") and the Global Special Situations Fund ("GSS") (collectively, the "Funds").

2. Soon thereafter, Banerjee violated the non-competition, intellectual property, and confidentiality clauses of his employment agreement by, among other things: (i) trying to steal the Funds and new funds Tuckerbrook was developing; (ii) divulging confidential information and work product of Tuckerbrook to its competitors and potential employers; (iii) retaining Tuckerbrook's confidential information after his separation from Tuckerbrook; (iv) claiming as his own Tuckerbrook's legal, analytical, performance and marketing materials; (v) disparaging Tuckerbrook during and following his employ; and (vi) encouraging and enabling other Tuckerbrook employees to leave their employ and steal Tuckerbrook's intellectual property.

3. When Tuckerbrook discovered Banerjee's wrongdoing, it filed an action against

him in the United States District Court for the District of Massachusetts, Tuckerbrook Alternative Investments L.P. v. Sumanta Banerjee, C.A. No. 08-10636-PBS ("Tuckerbrook v. Banerjee I").

4. On September 24, 2008, the parties entered into a settlement agreement ending the lawsuit. The terms of the settlement were confidential, but generally provided, among other things, that Banerjee would not compete with Tuckerbrook in any way or interfere with Tuckerbrook for a year after the date of the settlement, and that Banerjee would not disparage Tuckerbrook.

5. In the course of discovery in a separate proceeding filed after the settlement, Alkek & Williams Ltd. et al v. Tuckerbrook Alternative Investments L.P. et al., Case No. 4:08-CV-3501, pending in the United States District Court for the Southern District of Texas (the "Alkek Lawsuit"), Tuckerbrook learned of overwhelming evidence of Banerjee's blatant breaches of the settlement by, *inter alia*, sharing the terms of the confidential agreement with the plaintiff in the Alkek Lawsuit, interfering with Tuckerbrook's relationships, claiming Tuckerbrook's work product as his own, and disparaging Tuckerbrook and its business.

PARTIES

6. Plaintiff, Tuckerbrook Alternative Investments, LP, is a limited partnership organized under the laws of the State of Delaware, and has its principal place of business at the America's Cup Building, 30 Doaks Lane, Marblehead, Massachusetts 01945.

7. Defendant Sumanta Banerjee, an individual, believed to be an Indian and American citizen who resides in Weston, Connecticut and India.

JURISDICTION AND VENUE

8. This Court has personal jurisdiction over Defendants pursuant to M.G.L. c. 223A, Section 3.

9. This Court has subject matter jurisdiction over this action based upon diversity of citizenship pursuant to 28 U.S.C. § 1332(a)(1) and the fact that the amount in controversy exceeds \$75,000.

10. Venue in the District of Massachusetts is appropriate pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to this claim occurred in Massachusetts and/or a substantial part of property that is the subject of the action is situated in Massachusetts.

STATEMENT OF FACTS

11. At all relevant times, Tuckerbrook was a registered investment advisor regulated by the Securities and Exchange Commission and manages hedge funds and private equity fund-of-funds. Tuckerbrook's clients included university endowments, foundations, large and small wealth managers, private banks, fund-of-funds, and other institutions.

12. Founded in 2003, Tuckerbrook employed 11 employees and maintained offices in Marblehead, Massachusetts and Stamford, Connecticut.

13. Because of the regulated and highly competitive nature of the investment management business, entities such as Tuckerbrook must protect their confidential business information, including, for example, information regarding the firm's legal, marketing and investment strategies and programs, its business plans, accounting details, and its personnel

information, as well as highly confidential information concerning its clients and prospective clients.

14. Tuckerbrook takes precautions to protect its proprietary information by limiting its dissemination within the firm by, for example, taking physical security measures at its offices, and by requiring its employees, such as Mr. Banerjee, to sign employment agreements containing confidentiality, non-competition, and non-solicitation provisions.

15. The development and enhancement of its investment programs and the development of client goodwill were a critical factor in ensuring Tuckerbrook's success. Since its inception, and at great effort and expense, Tuckerbrook developed and successfully marketed several investment programs, including for distressed investments, for which Banerjee was portfolio manager. Clients have included university endowments, foundations, corporate pension plans, wealth managers and fund-of-funds. Tuckerbrook established and cultivated its programs and relationships, and it relied on these programs and relationships to grow its business.

16. In May 2006, Tuckerbrook hired Banerjee to be a portfolio manager for the Funds.

17. When he commenced work for Tuckerbrook, Banerjee signed an employment agreement, which contained provisions relating to maintaining the confidentiality of Tuckerbrook's sensitive information, non-solicitation and non-competition clauses, a code of ethics, and an intellectual property ownership clause (the "Employment Agreement").

18. The Employment Agreement also provided that Banerjee would return all Tuckerbrook material, confidential or not, upon his termination from Tuckerbrook.

19. Banerjee's role as portfolio manager allowed him access to Tuckerbrook's

proprietary information regarding the Funds, including investment strategy, marketing plans, partnership structure, compensation methods, and existing and prospective client information (the "Trade Secret").

20. On March 25, 2008, Tuckerbrook terminated Mr. Banerjee's employment, on the grounds that he breached his Employment Agreement.

21. Tuckerbrook then sought and obtained, in Tuckerbrook v. Banerjee I, temporary injunctive relief requiring that Mr. Banerjee abide by the Employment Agreement.

22. Banerjee counterclaimed for, inter alia, wrongful termination.

23. On September 23, 2008, following a day of mediation with Magistrate Hillman conducted in Worcester, Massachusetts, Tuckerbrook and Mr. Banerjee entered into a settlement resolving Tuckerbrook v. Banerjee I.

24. The settlement was memorialized in two ways: a written settlement agreement (the "Written Settlement Agreement") and a transcription in open court in the U.S. District Court for the District of Massachusetts in Boston of an 11-point, detailed account of the settlement reached during mediation (the "Transcribed Settlement") (the Transcribed Settlement and the Written Settlement Agreement are referred to collectively herein as the "Settlement").

25. The Transcribed Settlement provided that Banerjee would not, for a period of one year after the Settlement Date:

directly or indirectly as a consultant, employee of a third party, or in any other capacity or fashion work for and/or receive payment, compensation, or any other consideration from any current or former limited partner of GDF or GSS and will not directly or indirectly as a consultant, employee of a third party, or in any other capacity or fashion work for and/or receive payment, compensation, or any other consideration from or advise in any way the GDF or GSS partnerships, their general partner or affiliates as defined in the respective limited partnership agreements or GDF, GSS. Further, Mr. Banerjee will not interfere with any relations Tuckerbrook has or will have with the limited partners to GDF or GSS or the third-

party vendors or other affiliates of GDF or GSS.

(for reference the foregoing will be referred to herein as the "Settlement Non-competition Provision").

26. Further, the Transcribed Settlement provided that the terms of the settlement were to be kept confidential, except that the parties could disclose to the limited partners of the Funds the Settlement Non-competition Provision.

27. The Transcribed Settlement provided for the dismissal with prejudice of the claims and counterclaims in Tuckerbrook v. Banerjee I.

28. As stipulated in the Transcribed Settlement, the Settlement Agreement contained mutual releases by both Banerjee and Tuckerbrook.

29. Specifically, Tuckerbrook released Banerjee from:

any and all claims, including both known and Unknown Claims . . . liabilities, causes of action, rights of action and actions, demands, suits, proceedings, damages, costs, fees and expenses, and any and all claims, demands, and liabilities whatsoever, of every name and nature, both at law and in equity, from the beginning of time to the Settlement Date, that TB has ever had or ever may have had against Banerjee . . . except that nothing in the Release is intended to or shall relieve Banerjee of their obligations under the settlement as reported to the Court.

(emphasis added).

30. Similarly, Banerjee released Tuckerbrook from:

any and all claims, including both known and Unknown Claims . . . liabilities, causes of action, rights of action and actions, demands, suits, proceedings, damages, costs, fees and expenses, and any and all claims, demands, and liabilities whatsoever, of every name and nature, both at law and in equity, from the beginning of time to the Settlement Date, that Banerjee has ever had or ever may have had against TB . . . except that nothing in the Release is intended to or shall relieve TB of its obligations under the settlement as reported to the Court.

31. Further, the Settlement Agreement provided that:

The Parties agree and warrant that they will refrain from making, disseminating, posting, publishing, placing on Web sites, or otherwise distributing any derogatory or disparaging comments, whether orally, visually, or in writing, whether electronic or hard copy, to third parties regarding the other Party or its/his funds, partnerships, limited liability companies, business, products, services, or practices, or regarding its principals, employees, founders, customers, clients, or investors.

32. The Settlement Date was September 23, 2008.

33. Banerjee and Tuckerbrook each signed the Settlement Agreement.

34. Tuckerbrook provided substantial consideration for the bargain of the Settlement, including a substantial cash payment to Banerjee. The confidentiality provision, the Settlement Non-competition Provision, the non-interference provision, and the non-disparagement provision of the Settlement each were material to Tuckerbrook's willingness to enter into the Settlement.

35. After the date of the Settlement, Banerjee remained in possession of certain of Tuckerbrook's Trade Secrets, including but not limited to sensitive work product and a database of confidential client information.

36. On November 26, 2008, the Alkek Foundation, which is one of the limited partners of the GSS, filed a lawsuit against the GSS partnership and Tuckerbrook alleging, among other things, certain breaches by the partnership, and breaches by Tuckerbrook of its obligations as the general partner and investment manager for the GSS fund.

37. Discovery in the Alkek Lawsuit in August and September 2009 revealed that Banerjee has breached the terms of the Settlement.

38. Specifically, the Director of the Plaintiff in the Alkek Lawsuit testified, in a deposition in the Alkek Lawsuit, that Banerjee revealed to him the confidential terms of the

Settlement on the very day after the Settlement was reached.

39. Further, Banerjee has interfered with Tuckerbrook's relationship with the limited partners of the Funds and the general partner of GSS, by assisting and coordinating with Alkek in its lawsuit against Tuckerbrook.

40. In addition, Banerjee has been disparaging Tuckerbrook to, at minimum, Alkek, and, upon information and belief, to other current and prospective clients and business partners of Tuckerbrook.

41. Further, upon information and belief, after the Settlement Date, Banerjee has claimed Tuckerbrook's work product and Trade Secrets as his own.

42. Moreover, upon information and belief, after the Settlement Date, Banerjee has used Tuckerbrook's work product and Trade Secrets in competition with Tuckerbrook by offering to provide them or actually providing them to Tuckerbrook's competitors, in an effort to compete with Tuckerbrook.

43. Mr. Banerjee's assistance to Alkek in its lawsuit, his continuing disparagement of Tuckerbrook, his breach of confidentiality regarding the terms and conditions of the Settlement Agreement, his continuing interference with Tuckerbrook limited partners, and his theft of Tuckerbrook's work product and Trade Secrets has caused and continues to cause substantial injury and damage to Tuckerbrook and the GSS fund.

COUNT I

(Breach of Contract)

44. Plaintiff realleges and incorporates by reference its allegations set forth in the foregoing paragraphs as if fully set forth herein.

45. The Settlement is a valid contract and Tuckerbrook has performed its obligations under the Settlement.

46. The Settlement provides that Banerjee is not to compete with Tuckerbrook, interfere with Tuckerbrook's relationships or disparage Tuckerbrook from September 23, 2008 through September 23, 2009 (the "Restricted Period").

47. In violation of the Settlement, during the Restricted Period, Banerjee has:

- disparaged Tuckerbrook;
- interfered with Tuckerbrook's client and partner relationships; and
- competed with Tuckerbrook or made significant efforts to compete with Tuckerbrook, including by offering to provide or actually providing Tuckerbrook's Trade Secrets to Tuckerbrook's competitors.

48. Mr. Banerjee's disparagement of and interference and competition with Tuckerbrook has caused, is continuing to cause and threatens to cause Tuckerbrook to suffer substantial damages.

COUNT II

(Tortious Interference with Contract and/or Advantageous Business Relations)

49. Plaintiff realleges and incorporates by reference its allegations set forth in the foregoing paragraphs as if fully set forth herein.

50. Tuckerbrook had contractual and/or advantageous business relations with its employees, clients, prospective clients and its partners in the Funds as of the Settlement Date.

51. After the Settlement Date, Banerjee, with knowledge of Tuckerbrook's contractual and/or advantageous business relations, intentionally interfered with Tuckerbrook's relations by, among other things, disparaging Tuckerbrook to its partners and employees and assisting Tuckerbrook's partner with a lawsuit against Tuckerbrook.

52. Banerjee's motive in interfering with Tuckerbrook's contractual and/or advantageous business relations was improper.

53. Tuckerbrook has suffered and will continue to suffer harm as a result of the defendant's tortious interference with its contractual and/or advantageous business relations, in an amount to be determined at trial.

COUNT III

((Misappropriation of Trade Secrets))

54. Plaintiff realleges and incorporates by reference its allegations set forth in the foregoing paragraphs as if fully set forth herein.

55. Tuckerbrook's confidential and proprietary information regarding the Funds, including investment strategy, portfolio construction methods, research and analytics, marketing plans, partnership structure, compensation methods, and existing and prospective client information are trade secrets.

56. Tuckerbrook's Trade Secrets are not known outside of Tuckerbrook's business and are known only to employees of Tuckerbrook.

57. Tuckerbrook expended great effort and money to develop the Trade Secrets.

58. Tuckerbrook took reasonable steps to protect the confidentiality of the Trade Secrets, including, but not limited to, disclosing the Trade Secrets only to certain of its employees and client relationships under the condition of confidentiality.

59. By virtue of his employment with Tuckerbrook, Banerjee learned of Tuckerbrook's Trade Secrets.

60. The Trade Secrets were and are of enormous value to Tuckerbrook as its own and that value is depleted by the unauthorized, improper use of the Trade Secrets and claims by Banerjee that they are his.

61. Banerjee has, after the Settlement Date, used the Trade Secrets for his own benefit and by improper means by, inter alia, claiming that Tuckerbrook's Trade Secrets are his own work product and by offering to provide them, or actually providing them, to Tuckerbrook's competitors.

62. Tuckerbrook has been harmed by Banerjee's theft and use of the Trade Secrets.

COUNT IV
(Violation of MGL Ch. 93A)

63. Plaintiff realleges and incorporates by reference its allegations set forth in the foregoing paragraphs as if fully set forth herein.

64. Banerjee's conduct as described herein constitutes an unfair and deceptive trade practice within the meaning of M.G.L. ch. 93A, entitling Tuckerbrook to an award of treble damages and attorney's fees.

COUNT V

(Breach of 2011 Settlement Agreement)

65. Plaintiff realleges and incorporates by reference its allegations set forth in the foregoing paragraphs as if fully set forth herein.

66. On or about June 29, 2011, Tuckerbrook and Banerjee entered into a settlement agreement, a material term of which was that Banerjee would appear for his deposition and testify truthfully.

67. On July 21, 2011, Mr. Banerjee appeared for his deposition.

68. After Mr. Banerjee testified, Tuckerbrook challenged his truthfulness. In accordance with the terms of the settlement agreement, the parties submitted the issue of Mr. Banerjee's truthfulness to a neutral arbitrator, the Honorable Margaret Hinkle of JAMS Arbitration.

69. On September 7, 2011, this Court ordered the administrative closure of the case, tolled the statute of limitations, and allowed for a motion to re-open if the moving party demonstrated that the impediment to trial had been removed.

70. On May 9, 2012, Arbitrator Hinkle issued her decision, finding that Mr. Banerjee testified untruthfully and declaring the settlement between the parties null and void in accordance with its terms.

71. Because the settlement has been declared void, Tuckerbrook is entitled to proceed to prosecute all of its claims against Mr. Banerjee.

72. Because Mr. Banerjee breached the Settlement Agreement, Tuckerbrook is also entitled to recover all consequential damages incurred as a result of his breach of that Agreement.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff Tuckerbrook respectfully requests that this Court:

- a. Grant Tuckerbrook judgment on each of its claims;
- b. Award Tuckerbrook damages, including but not limited to direct, consequential, and incidental damages, in relation to each Count;
- c. Order Banerjee to return the financial consideration that Tuckerbrook paid to Banerjee as part of the Settlement;
- d. Extend the Restricted Period;
- e. Order Banerjee to cease and desist from disclosing any and all Tuckerbrook work product, confidential information, and/or Trade Secrets to anyone;
- f. Preliminarily and permanently enjoin Banerjee from further disparagement of Tuckerbrook;
- g. Order Banerjee to provide the names of anyone with whom Banerjee has communicated concerning Tuckerbrook or Tuckerbrook's Trade Secrets or other work product after September 23, 2008;

- h. Order Banerjee to provide the names of anyone to whom he disclosed the confidential terms of the Settlement;
- i. Grant Tuckerbrook such further and other relief as the Court deems just and proper, including costs and attorney's fees incurred in this action.

PLAINTIFF DEMANDS A TRIAL BY JURY ON COUNTS SO TRIABLE.

Respectfully submitted,

TUCKERBROOK ALTERNATIVE
INVESTMENT, LLP

By their attorneys,

/s/ Sean T. Carnathan
Sean T. Carnathan (BBO #636889)
scarnathan@ocmlaw.net
O'Connor Carnathan and Mack LLC
1 Van De Graaff Drive, Suite 104
Burlington, MA 01803
Telephone: (781) 359-9000
Facsimile: (781) 359-9001

September 4, 2012

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and copies will be sent by electronic and U.S. Mail to those indicated as non-registered participants on September 4, 2012.

/s/ Sean T. Carnathan

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I (a) PLAINTIFFS 7 <u>Brook Alternative Investments, LP</u></p> <p>(b) County of Residence of First Listed Plaintiff: <u>Essex County</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) <u>Sean T. Camathan, O'Connor Camathan and Mack LLC</u> <u>1 Van De Graaff Dr., Suite 104, Burlington, MA 01803</u> <u>781.359.9000</u></p>	<p>DEFENDANTS <u>Sumanta Banerjee</u></p> <p>County of Residence of First Listed Defendant: <u>Fairfield County</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td>PTF</td> <td>DEF</td> <td></td> <td>PTF</td> <td>DEF</td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td><input checked="" type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Med. Malpractice</p>	<p>PERSONAL INJURY</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
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V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 1332(a)(1)

Brief description of cause:
Violation of non-competition, intellectual property and confidentiality clauses of his employment agreement

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

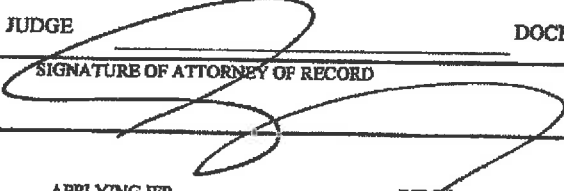
DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 09/04/2012

SIGNATURE OF ATTORNEY OF RECORD: 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IPP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Tuckerbrook Alternative Investments, LP v. Sumanta Banerjee

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 410, 441, 470, 535, 830*, 891, 893, 895, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 110, 130, 140, 160, 190, 196, 230, 240, 290, 320, 362, 370, 371, 380, 430, 440, 442, 443, 445, 446, 448, 710, 720, 740, 790, 820*, 840*, 850, 870, 871.
- III. 120, 150, 151, 152, 153, 195, 210, 220, 245, 310, 315, 330, 340, 345, 350, 355, 360, 365, 367, 368, 375, 385, 400, 422, 423, 450, 460, 462, 463, 465, 480, 490, 510, 530, 540, 550, 555, 625, 690, 751, 791, 861-865, 890, 896, 899, 950.

*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

Tuckerbrook Alternative Investments LP v. Sumanta Banerjee, C.A. No. 08-10636-PBS

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §228e?

YES NO

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

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