DOCKET NO. FST-CV26-6084763-S	:	SUPERIOR COURT
CUBIST SYSTEMATIC STRATEGIES, LLC	:	JD OF STAMFORD/NOWALK
V.	:	AT STAMFORD
XIN JIN	:	NOVEMBER 11, 2026

DEFENDANT XIN JIN'S MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S APPLICATION FOR EX PARTE TEMPORARY RESTRAINING ORDER, ORDER TO SHOW CAUSE, AND TEMPORARY INJUNCTION, AND TO PLAINTIFF'S MOTION FOR EXPEDITED DISCOVERY

Defendant Xin Jin respectfully submits this memorandum in opposition to the application of Plaintiff Cubist Systematic Strategies, LLC ("Cubist") for an ex parte temporary restraining order and temporary injunction (the "Application") and to Cubist's motion for expedited discovery.

INTRODUCTION

Stripped of its rhetoric and conclusory allegations, Cubist's factual allegations boil down to this: A senior researcher who co-founded the KEPL team, built or managed the trading signals responsible for the majority of the team's P&L, and co-maintained its core codebase, used Cubist's own AI coding tools, on Cubist's own servers, to review Cubist's code and research. Compl. ¶¶ 2, 32–33; Xu Aff. ¶¶ 4, 6; Jin Aff. ¶¶ 8–12. That was Jin's job. Jin Aff. ¶¶ 8–9. He then told his manager that he was interviewing elsewhere, gave ninety days' written notice when he accepted an offer from a different firm and identified that future employer as his contract requires, and committed in writing not to start that job until June 21, 2028—after his 21-month notice and non-compete period ends. Jin Aff. ¶¶ 21, 25, 40; Compl. ¶¶ 52, 55. In response to those actions, Cubist initially placed him on leave, sprang a surprise interview on him led by Cubist's outside counsel without notice, then terminated him for "Cause" two days after Jin gave notice, and is now wrongfully withholding more than $30 million of his compensation and investments he is owed.

Jin Aff. ¶¶ 21–22, 25–26, 43–44. Nearly four months after it began its "investigation," and following a comprehensive and transparent forensic review process, Cubist now asks this Court to enjoin Jin, without notice, on the theory that he "attempted to steal (and likely did steal)" confidential information. Compl. ¶ 2. He did no such thing, and Cubist's Application does not come close to meeting the requirements for a temporary restraining order, let alone *ex parte*.

Cubist's "exfiltration" narrative is based on two theories. The first is the Cubist AI output, which never left Cubist's systems. The second is what Jin's counsel's forensic review located on his personal devices and returned to Cubist, as § 1.2 of his contract requires: two photographs taken for a work purpose and his own short working notes and related materials about models he built. Jin Aff. ¶¶ 34, 37–39; Xu Aff. ¶ 11. As to that material, Cubist adduces no evidence that Jin possessed it for any improper purpose, used it for anything other than his job at Cubist, or disclosed it to anyone. As to the Cubist AI output, Cubist does not allege that he connected a thumb drive, forwarded an email to a personal account, uploaded a file to cloud storage, or printed a document. Cubist's only allegation of removal—that Jin "exfiltrated" AI-generated markdown files from Company systems—is pleaded "[o]n information and belief," and the only method Cubist can hypothesize is that he photographed the files and "use[d] AI to convert those photographs back into clean markdown files on his personal computer." Compl. ¶ 44. Cubist has had exclusive control of Jin's Cubist devices and of the servers on which those files were stored since July 2026, it "recovered the original AI usage logs," Compl. ¶ 45, and its own affiant concedes that the output was "sav[ed] … on Company systems," Xu Aff. ¶ 6(f). Not a single file moved from Cubist's systems to Jin's personal devices, Jin Aff. ¶¶ 10, 16, and Cubist brings forward nothing but mere conjecture suggesting otherwise.

The "4,117 individual queries" at the center of Cubist's narrative, Compl. ¶ 34, reflect either a fundamental misunderstanding of how agentic AI tools work or an effort to misrepresent them. Claude Code and Codex, the two Cubist-authorized AI tools that Jin used, are "agentic." After a user types a prompt, the tool writes out its own plan, reads files, runs commands, and may create written instructions to "subagents" to carry out pieces of that task. Jin Aff. ¶ 14. Most of the "prompts" Cubist quotes (*e.g.*, "extract," "Create a verification matrix") have the form of the AI tool's own reasoning or delegation messages—*i.e.,* ***Claude Code or Codex*** chose to write those messages to itself or its own sub-agents as means of conducting its research tasks—and are not things that Jin typed. *Id.* ¶¶ *14–15.* What Jin did type were ordinary requests of a lead researcher, such as asking the tool to review a body of source code and identify bugs or to assist in generating new ideas for potential research. *Id*. ¶¶ 3, 11. Yet, Cubist treats each of the tool's own steps as a query Jin "issued," while denying Jin, his counsel, or this Court access to the logs on which Cubist's key allegations are based.

Cubist's assertion that Jin had "no legitimate business reason" to review his colleagues' work, Xu Aff. ¶¶ 6(b), 6(d), ignores that Jin was the KEPL team's technical lead researcher and co-maintainer of the shared infrastructure in which every forecasting model on the team is stored. Jin's responsibilities included monitoring and improving model performance, combining existing models, and generating new ideas for research and conducting that research, all of which required him to understand every model the team used or was developing. Jin Aff. ¶¶ 8–9. Reviewing the team's models for bugs and design flaws was part of Jin's job, and other members of the team ran the same kind of prompts on the same shared research with the same tools. *Id.* ¶ 12. The folder that Cubist calls another researcher's "private research," Compl. ¶ 36, was located at

/kepl/***shared***/huitao, in the team's ***shared*** directory, and its contents were co-maintained by Jin. Jin Aff. ¶ 12.

What the forensic review of Jin's personal devices actually found—after two independent vendors imaged every potentially relevant device and account and Jin's counsel ran Cubist's own search terms—was two photographs taken for a work purpose and Jin's notes and related materials about the models he built. Jin Aff. ¶¶ 27–34, 37–38; Xu Aff. ¶ 11. But the Agreement Regarding Conditions of Employment, executed on November 20, 2019, as amended on October 28, 2024 (the "Agreement"), does not prohibit an employee from having work material on a personal device. It prohibits using Confidential Information "for [his] own commercial benefit or the benefit of others" and "disclos[ing]" it to third parties, Agreement § 1.2(a), and it requires that Confidential Information "be returned to Cubist" at the end of employment, *id*. § 1.2(c). Cubist alleges no improper use and no disclosure—and there was none. Jin returned the material on October 27, 2026, through a process his counsel described to Cubist in writing before Cubist fired him. Jin Aff. ¶¶ 26, 34. His counsel then asked Cubist four times whether to delete the remaining copies; Cubist never answered, and instead misrepresented to this Court that Jin poses a risk of "further deletion." *Id*. ¶ 35; Practice Book § 4-5 Certification at 1.

The Application is one side of a much larger dispute. Cubist is seeking to leverage a public and defamatory lawsuit—filed out of nowhere in the midst of the parties' efforts to select a mediator—to try to pressure Jin to walk away from tens of millions of dollars that Jin earned and to which he is entitled. Cubist is wrongfully withholding, as a bad faith negotiation ploy, approximately $30 million that belongs to Jin, including deferred compensation that only a termination for "Cause" would forfeit, and more than $20 million associated with "KEPL" shares that Jin was required to purchase with millions of dollars of his earned bonuses. Jin Aff. ¶¶ 43–

45. The KEPL share system is one that Lei Xu—Cubist's sole affiant—created, prices, and administers. He is its only net seller and has never bought a single share himself, and he receives a portion of the money that team members are required to pay in. *Id*. ¶ 45. Xu now stands to personally benefit by misappropriating Jin's KEPL shares—which were never subject to forfeiture, for Cause or otherwise.

Cubist comes nowhere close to the showing a temporary restraining order requires. It has not shown a likelihood of success on any claim: the confidentiality covenant prohibits use and disclosure, ***not possession***, and Cubist alleges neither; the non-competition covenant requires an actual Competitive Business that Jin owns or works for, and he will not work for anyone until after the Restricted Period ends; and the "records" theory fails on Cubist's own admission that it recovered the logs. Cubist has not shown irreparable harm: the AI output never left its systems, the material located on Jin's devices has been returned in accordance with the Agreement, Jin is under a written litigation hold, ***and all relevant devices and storage locations have been forensically imaged by forensic vendors***. Jin Aff. ¶¶ 28–30, 36. And the equities weigh against an order that would duplicate undertakings Jin has already made and which are already in effect, entered at the request of a party that is withholding $30 million from Jin.

At bottom, this lawsuit represents Cubist's attempt to threaten to sabotage Jin's reputation and career—unless he agrees to walk away from the more than $30 million he earned and is rightly owed. The Application and the motion for expedited discovery should be denied.[1]

[1] Cubist filed its Application without notice on November 9, 2026, and Jin has prepared this opposition on an extremely expedited basis. Given that timeline, Jin respectfully requests that the Court set a briefing schedule for his opposition to Cubist's application for a temporary injunction.

STATEMENT OF FACTS

A. Cubist Waited Nearly Four Months to Seek "Emergency Relief"

Cubist's own allegations show that it has known about the alleged conduct at issue since July 2026. Per the Complaint, KEPL team members supposedly "raised concerns" with Xu in July 2026 and reported that Jin was interviewing with other firms; Cubist "promptly" conducted a "forensic review of Jin's AI usage," which Cubist says "yielded evidence of Jin's digital activities"; and outside counsel interviewed Jin on July 31, 2026. Compl. ¶¶ 50–53; Mem. at 7; Xu Aff. ¶¶ 5–6; Jin Aff. ¶ 22. Cubist froze Jin's access to its systems on July 24 and collected his Company laptop on July 28 (Jin had returned his Company phone on July 23). Jin Aff. ¶ 21. It then spent August negotiating a forensic protocol, received written descriptions of the imaging and return process on September 18 and October 1, terminated Jin on September 18 (two days after Jin delivered his contractually required notice that he was leaving), provided search terms on October 7, proposed mediation on October 22, received the production of identified documents on October 27, and exchanged mediator names on October 29. Jin Aff. ¶¶ 23–35; Baker Aff. Ex. E.

On November 3, November 4, and the morning of November 9, Jin's counsel repeatedly asked Cubist whether it wanted the identified documents (and any copies thereof) deleted and asked it to agree on a mediator. Cubist did not answer. Jin Aff. ¶ 35. On November 9, nearly four months after it froze Jin's access to company systems and seven weeks after it fired him in response to his departure notice, Cubist filed this action and certified that ex parte relief should be granted against Jin without notice to him. Jin Aff. ¶ 35; Practice Book § 4-5 Certification at 1.

B. Cubist Does Not Allege—Let Alone Adduce Evidence—that Jin Did Anything Improper to Remove Confidential Information from Its Systems

The Complaint alleges a five-step "scheme" whose third step is to "extract [] distilled files from Company systems." Compl. ¶ 31. But neither the Complaint nor the Application identifies

any act of extraction. The only allegation of "exfiltration" is pleaded "[o]n information and belief," and Cubist speculates—with ***zero*** evidentiary support—that Jin used "a method designed to evade Company surveillance, ***such as*** photographing his markdown files and using AI to convert those photographs back into clean markdown files on his personal computer." Compl. ¶ 44. Cubist has had Jin's Company phone since July 23 and his Company laptop since July 28; it asked to see, and did see, the photo gallery on his personal phone on July 31; and it has now received the results of a forensic review of relevant personal devices and accounts applying Cubist's own search terms. Jin Aff. ¶¶ 21–22, 28–34. Cubist identifies no such photograph and no such file. Because there is none.

Xu's Affidavit (at ¶ 6(f)) acknowledges that Jin saved the AI output "on Company systems," and Cubist "recovered the original AI usage logs," Mem. at 6; Compl. ¶¶ 8 n.3, 45. The "deletions" that Cubist refers to, Compl. ¶ 45; Xu Aff. ¶ 6(f), were deletions on Cubist's own servers of output that Jin did not find useful (*e.g.*, many of the "academic references" the tools generated did not exist)—and output remains in the home directory on Cubist's servers today. Jin Aff. ¶¶ 16–17.[2]

The material that was found on Jin's personal devices—two photographs and his own working notes—was identified by his counsel's review, Jin Aff. ¶¶ 34, 37–38, and returned to Cubist as § 1.2 of the Agreement requires. He is not accessing and has no intent to access those materials. *Id.* Once again, Cubist offers ***zero*** evidentiary support that Jin possessed the material for any improper purpose, used it for anything other than his Cubist work, or disclosed it to anyone.

[2] Jin understands that local prompt history on his Company machine was separately lost when AI updates corrupted the tool's files (a problem a colleague also experienced) and when Cubist migrated its servers to a new data center; none of that appears to have affected the logs Cubist possesses. Jin Aff. ¶ 17.

C. Cubist Has Withheld the Material It Describes

Cubist describes markdown files "distilling more than 20 of Cubist's proprietary forecast models," photographs "deliberately framed" to capture a screen, an "Internal Jin File," and "4,117 individual queries." Compl. ¶¶ 34, 38, 57–58; Xu Aff. ¶ 11. Yet, Cubist attached none of them to its papers—under seal or on an attorneys' eyes only basis. Tellingly, Cubist has also declined to provide the logs to Jin, who would be in a position to explain each prompt if he could see them. Jin Aff. ¶¶ 11, 15. Instead, Cubist simply asks the Court to accept Xu's characterizations of documents.

D. The "4,117 Queries" Reflect the AI Tools' Own Instructions to Themselves

Cubist's theory that Jin's AI usage "far exceeded the reasonable requirements of his role" is premised on the figure of "4,117 individual queries across 2,416 sessions," in roughly three months. Compl. ¶¶ 5, 34; Mem. at 5; Xu Aff. ¶ 6(a). Jin did not write anything close to 4,117 queries and did not initiate 2,416 sessions. Jin Aff. ¶ 13. He used the tools to generate research plans for a period of roughly late March to mid-April 2026, and stopped generating markdown research files by early or mid-April because the output was not useful enough to justify the cost. *Id*. ¶ 11.

The explanation for Cubist's figures is the AI tools themselves. Claude Code and Codex are "agentic"; after a user types a prompt, the tool works through the task on its own. It plans how to accomplish the task, writes out its reasoning, reads files, runs commands, and delegates sub-tasks to "subagents" by creating written instructions to each one. Jin Aff. ¶ 14. Per Anthropic, when Claude Code delegates work, "Claude composes a delegation message that summarizes the task, and the subagent works from there." *Id.* (quoting *Anthropic, Claude Code Documentation:*

Subagents). Thus, the vast majority of the "queries" Cubist attributes to Jin are in reality the AI tool's own self-generated instructions to itself or another agent. *Id*. ¶¶ 13–15.

Jin does not recall ever having prompted AI with words like "extract," "reverse engineer," or the like—which Cubist incorrectly claims came from Jin himself. *Id*. ¶¶ 13, 15. As for the "1.5 years" in one prompt asking for a study plan, Compl. ¶ 42, that period of time is a normal horizon for a researcher's reading list, and the prompt asked for a ***plan to study the literature***, ***not*** ***to rebuild anything***. Jin Aff. ¶ 13. Cubist's assertion that the 1.5 years "precisely matches" Jin's restricted period, Mem. at 6; Compl. ¶ 43, is also wrong: with the ninety-day Notice Period that the October 28, 2024 amendment to the Agreement added, Jin's effective period of restriction is twenty-one months, not eighteen. Jin Aff. ¶ 13; Agreement §§ 2.1 (as amended), 3.1(a). And the Complaint's emphasis on evening and weekend work suggests nothing nefarious or unusual; Jin regularly worked evenings and weekends throughout his seven years at Cubist. Jin Aff. ¶ 37 n.1.

E. Jin's Job Was To Review the Team's Code and Research

Jin joined Cubist as a Research Analyst in December 2019 and was later given the title of Research Analyst Lead. Xu Aff. ¶ 4; Jin Aff. ¶ 7. He was a founding member of the KEPL team, the trading signals he managed generated the majority of the P&L, and he had the second highest compensation (after Mr. Xu) every year. Jin Aff. ¶ 8. Xu is the team's portfolio manager and focused on management and the business side; Jin was responsible for the technical side. *Id*.

Jin managed the team's trading signals that generated the majority of the P&L, and he co-owned and co-maintained the team's core codebase, with another senior researcher, Huitao Shen. Jin Aff. ¶ 8. From the team's inception Jin had authorized access to all of its codebases and research documents. *Id.* Cubist concedes that Jin's access to the team's repositories was "because of his role as Research Analyst Lead." Compl. ¶ 33.

Cubist's claim that Jin reviewed repositories and research "which he had no legitimate business reason to access," Xu Aff. ¶¶ 6(b), 6(d); Mem. at 8, misdescribes his role. As technical lead and co-maintainer of the core codebase, Jin was responsible for model management: improving and combining existing models and monitoring model performance. Jin Aff. ¶ 9. Every forecasting model on the team is combined within, and depends on, the shared infrastructure that he built and maintained, so he had a business reason to understand each of them. *Id*.

Through mid-April 2026, Jin used Claude Code and Codex to analyze the team's code and research, to identify bugs and design flaws, to generate new research ideas, and to create reading and study plans for his work at Cubist. Jin Aff. ¶ 11. The folder Cubist describes as Shen's "private research," Compl. ¶ 36, was /kepl/***shared***/huitao. *Id*. It was located in the team's shared directory; Jin had always had full access to it, its contents were understood by the team to be shared, and Jin and Shen co-maintained many of the research ideas in it. Jin Aff. ¶ 12.[3]

F. The Material Found on Jin's Personal Devices Was Identified and Returned Per § 1.2(c)—and the Agreement Does Not Prohibit Possession of Confidential Material or Refusing to Hand Over Personal Devices

The Agreement. Jin's Agreement contains a confidentiality covenant (§ 1.2), a non-competition covenant (§ 3.1), and intellectual property provisions (§ 4). Compl. Ex. A. Section 1.2(a) prohibits Jin from "us[ing] or caus[ing] to be used any Confidential Information for [his] own commercial benefit or the benefit of others" and from "disclos[ing]" it to any third party. Section 1.2(b) requires "at least a reasonable degree of care in safeguarding and maintaining Confidential Information against loss, theft or other inadvertent disclosure." Section 1.2(c) requires that Confidential Information "be returned to Cubist immediately upon the termination of

[3] The December 6, 2025 email on which Cubist relies, Compl. ¶ 33, asked team members not to search other people's folders "***if it's unrelated to your work***." Reviewing the models that run through the infrastructure Jin maintained was his work.

[his] employment," and, during employment, that it be returned "promptly" on request. Those return obligations presuppose that an employee will have Confidential Information in his or her possession during his or her employment.

The Agreement does ***not*****:** prohibit Jin from possessing Company information on a personal device during his employment; grant Cubist a right to inspect, image, or search his personal devices or accounts; or entitle Cubist to inventories of their contents. Agreement §§ 1–9. Section 2.1, as amended, requires ninety days' written notice of resignation; § 3.3, as amended, requires Jin to notify Cubist of the identity of any new employer; and § 3.1(a) restricts him for eighteen months from the end of his employment from owning or performing services for a "Competitive Business."

The July 31 interview and the demand for Jin's devices. Jin told Xu on or around July 13, 2026, that he was interviewing elsewhere and, at Xu's suggestion, on July 24 began a paid leave. Jin Aff. ¶ 21. A July 31 meeting that Human Resources described as a discussion of his job search was instead a ninety-minute interview by four Company lawyers, without notice or counsel. Jin answered every question, showed counsel his personal phone's photo gallery, and asked only that a lawyer review the thirteen-part certification he was asked to sign on the spot. *Id*. ¶ 22; Compl. ¶ 53(f) & Ex. B.

Jin agreed to a forensic examination under a reasonable protocol. In August, Jin retained counsel, provided a complete inventory of his devices, accounts, and AI tools, and agreed he would submit to a forensic examination under a reasonable protocol. Jin Aff. ¶¶ 23–24. Cubist's draft protocol instead required "***full access***" to every device and account he owned (which would give it access to his personal photographs, personal texts, personal notes, medical records, and the like), with his credentials, under search terms kept secret from him, and deemed any file deleted from any device—including personal files unrelated to Cubist—to be "Confidential Information." Baker

Aff. Ex. B ¶¶ 3, 7, 9(b)–(c), 10(b). Cubist rejected most of Jin's revisions and his September 2 counterproposal of independent imaging, jointly acceptable search terms, return or destruction of anything located, and a certification. Baker Aff. Ex. A at 2–3; Jin Aff. ¶ 24.

Jin gave notice, described the return process in writing, and then was fired for "Cause." On September 16, Jin delivered the ninety-day Termination Notice that § 2.1 requires, identified his new employer as amended § 3.3 requires, and confirmed that he would not begin work there during any period of contractual restriction. Jin Aff. ¶ 25; Compl. ¶ 55. On September 18, his counsel described to Cubist in writing the comprehensive forensic imaging, return, and deletion process they would follow to comply with § 1.2(c). Baker Aff. Ex. C; Jin Aff. ¶ 26. In response, that afternoon Cubist terminated Jin, purportedly for "Cause," while electing to continue his base salary through the Restricted Period "subject to [his] compliance therewith." Baker Aff. Ex. D; Jin Aff. ¶¶ 26, 41.

Relevant devices and accounts are imaged, Cubist's search terms were run, and the identified material was returned. At Jin's own personal expense, two independent forensic vendors forensically imaged Jin's potentially relevant personal devices and accounts. Jin Aff. ¶¶ 27–31.[4] Jin's counsel ran every one of Cubist's 197 search terms that was not plainly overbroad and invited a revised list, which Cubist never sent. Cubist never identified a contractual basis for its further demands for inventories of system records, code, and financial data. Jin Aff. ¶¶ 32–33.

On October 27, Jin's counsel returned the documents identified as potentially containing Confidential Information and asked whether Cubist wanted them deleted. Cubist, which had earlier directed that nothing be deleted pending its review, did not answer that question or the

[4] The one exception was a 44-terabyte drive of personal media, unused since before Cubist's requested search time period, that stopped responding during imaging and is preserved at counsel's offices—as Cubist was told on October 1. Jin Aff. ¶ 29.

follow-ups on November 3, 4, and 9. Jin Aff. ¶¶ 34–35. Jin is under a written litigation hold and is not deleting anything. Jin Aff. ¶ 36.

The returned materials. The material Cubist describes as being returned consists of two photographs and Jin's own working notes and related materials. Xu Aff. ¶ 11. The materials were created for his work at Cubist—the photographs to discuss a workflow with a colleague taking it over, the notes as reminders about the models he built—and none of the material was sent to anyone, used for anything else, or accessed since. Jin Aff. ¶¶ 37–39. That the notes use the same variable and function names as Cubist's codebase, Xu Aff. ¶ 11(d), reflects that they are notes about the code that Jin wrote.

G. Jin Is Not Competing and Will Not Work for Anyone Until June 2028

Jin is not employed by or performing services for any firm. He informed his future employer of his restrictions and of Cubist's allegations, and his start date is June 21, 2028—after the eighteen-month Restricted Period that Cubist asks the Court to enforce "running from the date of his termination." Jin Aff. ¶ 40; Compl. ¶ 12(b). Cubist continues to pay his base salary through that period "subject to [his] compliance," and has never identified a competing employer, business, or act. Baker Aff. Ex. D; Jin Aff. ¶ 41.

Cubist's allegations that Jin bought market data and a high-memory computer for a competing venture are ***untrue***; he bought neither, and Cubist's putative basis for these allegations consists of what colleagues say he told them he was merely "***considering***." Jin Aff. ¶¶ 18–20; Compl. ¶¶ 47–49.

H. Cubist's Alleged Harm Is Speculative, and Any Actual Harm Would Be Compensable in Damages

Cubist's irreparable-harm showing consists of what Jin "***might***" have done. Xu asserts that the returned documents "do not establish ***whether*** additional copies or compilations remain on his

devices or accounts, or ***whether*** he has disclosed the material to others," Xu Aff. ¶ 15, and Cubist says it "cannot verify completeness" without its own forensic review, Mem. at 9. The only reason the identified materials (and any copies) remain on Jin's devices and accounts is that ***Cubist instructed*** him not to delete them, Jin Aff. ¶¶ 34–35, and Cubist alleges no use or disclosure by Jin to anyone. And there was none. Jin Aff. ¶ 39. The AI output never left Cubist's systems; the identified material has been returned; and Jin does not plan to work for anyone ***until June 2028*** when the Restricted Period ends. Xu Aff. ¶ 6(f); Jin Aff. ¶¶ 16, 34, 40.

The speculative harm Cubist describes, if it ever materialized, would be reduced trading returns years from now, Xu Aff. ¶¶ 13–14, 16—which is a financial injury that could be compensated with money damages. *See, e.g.*, *Inkredible Stuff Mktg., Inc. v. Donaldson*, 2004 WL 1050745, at *4 (Conn. Super. Ct. Apr. 20, 2004) (denying injunction where "[m]onetary damages, … are available to the plaintiff" for alleged lost revenue where "there is no evidence that the plaintiff's business is being destroyed").

I. Cubist Is Withholding More Than $30 Million Owed to Jin, and Its Sole Affiant Has a Personal Stake in the Outcome

Cubist is holding approximately $30 million that belongs to Jin, has paid none of it, and apparently claims that all of it is forfeited by his (improper) "Cause" termination—even though the vast majority is not subject to any forfeiture provision at all. Jin Aff. ¶¶ 43–44.

More than $20 million of that amount is associated with "KEPL shares," which Xu required Jin (and other team members) to buy with millions of dollars of his earned bonuses in each of 2022 through 2025, under a system that Xu created and administers alone. He sets the price, decides who must buy how many shares, ***is the only net seller***, has never bought a share himself, and receives a portion of the money other team members pay in. Jin Aff. ¶ 45. Team members have complained about the system, and at least one left because of it. *Id.* ¶ 4. Xu, who had told Jin that

the shares were a "safe investment" because Xu would buy them out if Jin chose, first mentioned forfeiture in 2026 and, after Jin said he was considering leaving, called his earlier assurance a "misunderstanding." *Id.* ¶ 45. Xu's own economic position improves if Jin's shares are forfeited. *Id.* ¶¶ 4, 45. Cubist has not answered Jin's four written requests for its position on the shares and for any writing providing for forfeiture. *Id.* ¶ 47.

Xu is also the person who, on the day Jin's leave began and a week before Cubist interviewed him, telephoned the firm that had extended Jin a written offer and told it that Jin was stealing his code; the firm rescinded the offer two days later, citing a "tip" from Cubist. Jin Aff. ¶ 46.

STANDARD

A temporary injunction is an extraordinary remedy intended to maintain the status quo. *Karls v. Alexandra Realty Corp.*, 179 Conn. 390, 402 (1980) (finding that a court will afford such relief "only under demanding circumstances"); *Hopkins v. Hamden Bd. of Ed.*, 29 Conn. Supp. 397, 417 (Com. Pl. 1971). The applicant must establish (1) that it has no adequate remedy at law; (2) that it will suffer irreparable harm absent the injunction; (3) that it is likely to prevail on the merits; and (4) that the balance of the equities favors relief. *Aqleh v. Cadlerock Joint Venture II, L.P.*, 299 Conn. 84, 97 (2010); *Waterbury Teachers Ass'n v. Freedom of Info. Comm'n*, 230 Conn. 441, 446 (1994). The movant bears the burden of demonstrating a "substantial probability" that if relief is not granted, they will suffer irreparable harm because of the alleged violation. *See Karls*, 179 Conn. at 402; *Aqleh*, 299 Conn. at 97–98. A motion for injunctive relief cannot stand when it is predicated on a movant's speculative or remote fear of harm. *Karls*, 179 Conn. at 402. Rather, the relief sought must be tailored to redress ongoing or imminent harm. *Id.*

A temporary restraining order issued without notice is more extraordinary still. Practice Book § 4-5(a)(3) permits a court to consider an *ex parte* application only where the applicant certifies the efforts made to give notice or the reasons why notice should not be required, and Conn. Gen. Stat. § 52-473 contemplates relief without notice only where delay would itself cause irreparable injury. The Connecticut Rules of Professional Conduct similarly impose a heightened duty of candor in an ex parte proceeding to disclose all material facts known to the lawyer, whether or not such facts are adverse. Conn. R. Prof'l Conduct 3.3(d). The accuracy of the applicant's certification is therefore the threshold question.

ARGUMENT

I. CUBIST'S REQUEST FOR EX PARTE RELIEF SHOULD BE DENIED BECAUSE ITS CERTIFICATION OMITS MATERIAL FACTS

Cubist told the Court that it gave no notice because of Jin's "repeated deletion of relevant records," "his denial of possession later contradicted by documents from his devices," and "the absence of independently verified preservation." Application ¶ 9; § 4-5 Certification at 1. Each of those statements is misleading and false when compared to the months-long cooperative process between the parties' counsel and the comprehensive forensic collection and review process that has already occurred.

The "deletions" to which Cubist refers occurred on Cubist's own systems, months before any dispute, and concern AI output that Cubist's affiant admits was saved on Company systems, not on Jin's personal devices. Xu Aff. ¶ 6(f); Jin Aff. ¶¶ 10, 16–17. Jin's counsel confirmed to Cubist in writing on October 1 that Jin was subject to a litigation hold, confirmed that complete forensic images of every potentially relevant device and account exist, followed the transparent document collection and review process set forth in counsel's September 18 letter, reviewed documents that hit on the search terms proposed by Cubist (except those that were identified as

overbroad), produced identified documents that purportedly contain Cubist's confidential information on October 27, and repeatedly asked Cubist whether Cubist wanted the identified documents deleted from Jin's devices, including on October 27, November 3, November 4, and November 9. Baker Aff. Ex. E; Jin Aff. ¶¶ 26, 29, 32, 34–36. Cubist has not requested deletion of those documents. "Independently verified preservation" is a term Cubist invented for this Application; it describes the very vendor-executed, hash-verified imaging that Jin completed in September and disclosed to Cubist on October 1. Jin Aff. ¶¶ 28–29, 36.

The *ex parte* portion of the Application should be denied, and the matter should proceed on notice.

II. CUBIST HAS NOT ESTABLISHED IT IS LIKELY TO SUCCEED ON THE MERITS

Cubist's arguments that Jin breached any covenant of the Agreement are unlikely to succeed on the plain language of each covenant. Mem. at 13–14. Cubist bears the burden of showing that it is likely to prevail on the merits of its claims. *Griffin Hosp. v. Comm'n on Hosps. & Health Care*, 196 Conn. 451, 457 (1985). Cubist fails to meet that burden because it offers no evidence to establish essential elements of its breach claims.

A. Cubist Has Not Shown a Likelihood of Breach of the Confidentiality Covenant

1. Cubist submits no evidence that Jin has engaged in commercial use or disclosure of Confidential Information under Section 1.2(a).

Cubist's argument that Jin breached Section 1.2(a) of the Agreement fails because the covenant is expressly limited to prohibiting Jin from "***us[ing]*** or caus[ing] to be used any Confidential Information ***for [his] own commercial benefit or the benefit of others***" and from "***disclos[ing]***" it to a third party. Cubist puts forward no evidence that Jin is using any Confidential Information for anyone's "commercial benefit" or disclosed it to any person. Mem. at 13. Instead,

Cubist elides this express limitation by pretending this language does not exist, carefully avoiding quoting the operative clause in its memorandum of law. *Id*.

Cubist's argument of "commercial use" or "disclosure" fails on the uncontested fact that Jin will not commence his employment with a new employer until June 2028, and is not engaged in commercial activity. Jin Aff. ¶¶ 20, 40. The Court need look no further to establish that Jin has not breached the "commercial use" or "disclosure" provision.

Cubist asks the Court to speculate that, because Jin attempted to use AI to generate summaries in the hopes that they would be useful to him as lead researcher on the KEPL team (Jin Aff. ¶¶ 3, 11), he must have intended to put the information to commercial use at a competitor years in the future. Mem. at 6, 13. But an inferred (and entirely speculative) intention to act in the future is not a breach of a covenant that prohibits actual use and disclosure. *See On-Line Techs., Inc. v. Perkin-Elmer Corp.*, 253 F. Supp. 2d 313, 330 (D. Conn. 2003) (evidence "consistent only with some future possible use" of confidential information did not establish use, because "hypothetical future wrongdoing . . . is not actionable until it takes place").

Even if it were not foreclosed on the plain language of the agreement, Cubist's allegations of a smattering of actions it deems "suspicious" (Compl. ¶¶ 46–49) fall far short of demonstrating any improper intent. *First*, as the KEPL team's head researcher, Jin was acting entirely within his area of responsibility when attempting to use AI to assist in generating ideas based on the team's existing ***shared*** research. Strikingly, Cubist's complaint ***refutes its own allegation*** that Jin accessed "private research." Compl. ¶ 36 (describing research kept on the team's ***shared*** folder, "/kepl/***shared***/huitao/research/"); *see also* Jin Aff. ¶ 12. *Second*, Cubist misstates the number and content of AI prompts Jin wrote, falsely attributing to Jin thousands of sessions and prompts that were created by ***Claude Code or Codex***, not Jin. Compl. ¶ 34; see also Jin Aff. ¶¶ 13–15. The

Complaint affirms that the prompts actually written by Jin were intended to "***come up with new ideas***" based on public sources and existing shared research, which is precisely the role of a head researcher. Compl. ¶ 42; Jin Aff. ¶¶ 11–12. *Third*, Cubist's attempt to ascribe timing significance to the time period prompted for an AI-generated "research plan" (Compl. ¶ 43) makes little sense: 18 months from March 2026 is September 2027; Jin is restricted by Cubist's restrictive covenants until June 2028. Jin Aff. ¶¶ 13, 40. *Finally*, Cubist's speculation that Jin has purchased trading data or a commercial-grade computer (Mem. at 6, 14) is simply false. Jin Aff. ¶¶ 18–19. At bottom, Cubist's speculation cannot show a likelihood of success on the merits. *Applied Advert., Inc. v. Jacobs*, 2020 WL 3441035, at *11 (Conn. Super. Ct. May 20, 2020) (no liability where there was "no evidence beyond mere speculation" that confidential information on a drive in the former employee's possession was used or disclosed).

2. Possession of Confidential Information does not violate Section 1.2(b).

Cubist's cursory argument that Jin breached Section 1.2(b) by failing to exercise "reasonable care" in safeguarding Confidential Information assumes that Jin's mere possession of Confidential Information is a breach. Mem. at 13. It is not. Nowhere does the Agreement prohibit Jin from having personal possession of Confidential Information. *See* Agreement § 1.2(a)–(c); *see also Zurich American Life Insurance Co. v. Nagel*, 538 F. Supp. 3d 396, 402 (S.D.N.Y. 2021) (applying New York law) ("[T]he contract does not explicitly forbid a current employee from sending proprietary information to his personal email account, nor does it explicitly require a terminated employee to submit to a forensic inspection of his personal devices. . . . [T]hese allegations … do not independently state a claim for breach of contract."). To the contrary, Section 1.2(c) of the Agreement, which provides for the return of "all Confidential Information … in your possession or control" to Cubist upon termination of employment, expressly contemplates that

employees may possess Confidential Information during their employment. If an employee's possession of Confidential Information were itself a breach of § 1.2(b), the Agreement would say that (and it does not), and the return obligations in § 1.2(c) would have no independent effect—there could be no circumstance where a party breaches § 1.2(c) without first breaching § 1.2(b). Connecticut courts "give effect to all the language" of a contract and avoid a construction "that renders a provision superfluous." *Connecticut Nat. Bank v. Rehab Assocs.*, 300 Conn. 314, 322–23 (2011) (internal quotation marks omitted).

Indeed, Cubist cites Jin's ***compliance*** with the return obligation under § 1.2(c) as a breach of § 1.2(b). Mem. at 13. But courts do not find a breach in these circumstances. *See Amphenol Corp. v. Paul*, 993 F. Supp. 2d 100, 107–08 (D. Conn. 2014) (applying New York law) (holding "there was no breach" where employee had confidential information but "he returned all of it and has not used it."); *cf. Zurich*, 538 F. Supp. 3d at 402 (only plausibly alleging a breach because employee refused to return confidential information).

B. Cubist Has Not Shown a Likelihood that Jin Will Work for a "Competitive Business" during the Restricted Period.

Cubist's argument that Jin breached the non-competition clause in Section 3.1(a) fails because Jin is not working for, and will not work for, a "Competitive Business" during the contractually specified Restricted Period. Jin provided notice on September 16, 2026, is subject to a combined contractual restriction of 21 months (the 90-day Notice Period plus the 18-month Restricted Period), and will not begin work for his new employer until June 21, 2028. Jin Aff. ¶¶ 13, 25, 40; Agreement §§ 2.1 (as amended), 3.1(a). Jin's timeline for taking employment with a Competitive Business complies with the Agreement.

Cubist makes the conclusory argument that Jin's actions while working for Cubist breached this provision (Mem. at 13–14) but never so much as alleges that Jin was "perform[ing] services"

for his new employer or that he "own[s]" his own Competitive Business as would be required to allege a claim of breach of § 3.1(a). Nor could it. Jin categorically denies that he performed services for, or owned or operated, a Competitive Business. Jin Aff. ¶¶ 20, 40–41. Moreover, contrary to Cubist's speculation, Jin did not purchase data on China futures (Jin Aff. ¶ 18); did not purchase a high-memory computer (Jin Aff. ¶ 19); and did not "extract and test the buildability of the KEPL team's proprietary research" (Jin Aff. ¶¶ 11, 13, 15). Jin performed no work for a Competitive Business; and a non-competition covenant is construed narrowly against the party who drafted it (Cubist). *G7 Sys., LLC v. Ginthwain*, 2001 WL 1218728, at *2 (Conn. Super. Ct. Sept. 17, 2001).[5]

C. Cubist Has Not Shown a Likelihood of Success on Breach of the Company Inventions Provisions

Cubist argues that Jin breached the "Company Inventions" provisions §§ 4.1, 4.3, and 4.4 by "deleting the output files" of his AI prompts on Cubist's systems. Mem. at 14. Section 4.3 requires an employee to keep "adequate and current written records of all Company Inventions" and § 4.4 requires that Source Code be documented. But Cubist never substantiates the notion that all AI outputs—including "AI slop" replete with hallucinated references[6]—constitute a "Company

[5] Mr. Jin reserves all arguments regarding the enforceability of the covenants Cubist seeks to enforce. *See, e.g., Newinno, Inc. v. Peregrim Dev., Inc.*, 2003 WL 21493838, at *2–4; *Sylvan R. Shemitz Designs, Inc. v. Brown*, 2013 WL 6038263, at *7–8 (Conn. Super. Ct. Oct. 23, 2013). But the Court need not reach enforceability, because Cubist has shown no actual or threatened violation to enjoin.

[6] Jin informed Cubist that the AI-generated outputs he deleted had little value for his research and frequently contained hallucinations. Compl. ¶ 53(d); Jin Aff. ¶ 17. Courts are well aware of the propensity of generative AI to create low-quality output with hallucinations and inaccuracies that may do more harm than good. *See, e.g.*, *Noland v. Land of the Free, L.P.*, 114 Cal. App. 5th 426, 436 (2025) (describing opening brief with "23 case quotations, 21 of which are fabrications.").

Invention" that must be adequately documented. Mem. at 14. Moreover, § 4.3 states that records of Company Inventions shall be in the form of "notes, sketches, drawings and any other format that may be specified by Cubist." Agreement § 4.3(a). But Cubist introduces no evidence that it specified that Company Inventions must be recorded in the format of AI outputs. To the extent the KEPL team's research resulted in Company Inventions, those inventions are memorialized in the team's research, algorithms, and source code, none of which Cubist alleges that Jin disturbed. And even if Cubist could establish that any AI outputs did reflect Company Inventions, Cubist has made no showing that (a) any were not preserved on Cubist's systems (Xu Aff. ¶ 6(f) (output saved "on Company systems"); Compl. ¶ 45 (Cubist recovered the AI usage logs)) or that (b) any loss was a result of Jin's actions (Jin Aff. ¶ 17 (identifying Cubist IT issues that repeatedly rendered AI prompt history inaccessible)).

III. CUBIST CANNOT SHOW IRREPARABLE HARM OR THE ABSENCE OF AN ADEQUATE REMEDY AT LAW

A. Cubist Faces No Irreparable Harm Because Jin Has Already Voluntarily Done Everything the Proposed Order Would Require

Cubist's proposed order would (a) enjoin use or disclosure of Confidential Information, (b) enjoin competition in violation of § 3.1, (c) enjoin destruction of relevant evidence, and (d) require preservation. [Proposed] TRO at 1–2. Jin is (a) not using or disclosing any Cubist information; (b) he is not competing; (c) he is not deleting anything (but had asked whether he should do so after returning the identified information); and (d) the relevant devices and accounts are preserved in a forensic image and subject to a litigation hold. Jin Aff. ¶¶ 28–30, 34–36, 39–40, 42. He has offered, and offers again here, to stipulate to each of those undertakings. Jin Aff. ¶ 42. An injunction that duplicates obligations the defendant is ***already honoring*** and has offered to accept by stipulation cannot be "necessary" to prevent harm; there is no harm to prevent. The "status quo" that a

temporary injunction preserves, *Griffin Hosp.*, 196 Conn. at 457, is already in place by Jin's own voluntary, good-faith actions. *See also Am. Airlines, Inc. v. Imhof*, 620 F. Supp. 2d 574, 580 (S.D.N.Y. 2009) (denying preliminary injunction where defendant "has offered to return or destroy all copies of these materials, at [plaintiff's] option," because court finds "there is no material risk that [defendant] will retain copies of the documents.").

In its brief, Cubist describes relief that goes far beyond its motion (Dkt. 100.37) and proposed order (Dkt. 100.34). The brief repeatedly refers to an "independently verifiable, court-approved forensic review," Mem. at 9, 13, 16, which is to say the compelled imaging and search of Jin's personal devices by a Cubist-selected vendor that Cubist has demanded since August 3. That relief is not part of what it seeks in its motion, for good reason. It is mandatory, not prohibitory, because it would alter rather than preserve the status quo. Mandatory injunctions are "extraordinary remed[ies]" and are "disfavored as a harsh remedy … used only with caution and in compelling circumstances." *Kent Literary Club of Wesleyan Univ. at Middletown v. Wesleyan Univ.*, 338 Conn. 189, 238–39 (2021) (internal quotation marks omitted). To obtain a mandatory injunction, a heightened burden is applied and a movant "must show 'clearly' that he or she is entitled to relief or that 'extreme or very serious damage' will result from denial of the injunction." *Davenport v. Soc'y of Cincinnati in State of Connecticut*, 46 Conn. Supp. 411, 428 (Conn. Super. Ct. 1999) (internal quotation marks omitted). Moreover, this relief appears nowhere in the motion or proposed order, and the Agreement does not provide for it. *See Zurich*, 538 F. Supp. 3d at 402 (a terminated employee is not required to "submit to a forensic inspection of his personal devices" where the agreement does not explicitly so provide). And courts consistently recognize a strong privacy interest in personal devices, which should be respected. *See Squeo v. Norwalk Hosp. Ass'n*, 2011 WL 7029761, at *4 (Conn. Super. Ct. Dec. 16, 2011) (denying motion for inspection

and observing "[t]he fact that one's private and personal information unrelated to this lawsuit would be available to and reviewed by a stranger such as the forensic examiner or his or her staff would still be seriously invasive and worthy of concern").

B. The Contractual Stipulation of Irreparable Harm Does Not Relieve Cubist of Its Burden

With scant evidence of imminent or irreparable harm, Cubist leans heavily on § 5.2 of the Agreement, in which Jin "agree[d]" that any breach "shall cause Cubist to suffer immediate, irreparable harm." Mem. at 15. A contractual recital of that kind may be considered, but it does not bind the court, which must make its own determination whether equitable relief is warranted on the facts before it. The cases Cubist cites do not hold otherwise. In *Hartford Electric Light Co. v. Levitz*, 173 Conn. 15, 21 (1977), the court did not analyze whether contractual stipulations regarding harm are binding; rather, the court emphasized that an injunction, as an equitable remedy, shall "be denied if the balance of the equities favors the defendant." And *POP Radio, LP v. News America Marketing In-Store, Inc.*, 49 Conn. Supp. 566, 579 (Conn. Super. Ct. 2005), merely considered, but did not presume, contractual language that remedies at law would be "inadequate," and then analyzed whether POP "has established sufficient evidence of irreparable harm to justify the issuance of an injunction." Another Connecticut Superior Court found no irreparable harm where the former employee was not competing, and held that "the mere agreement between parties, itself, does not establish an irreparable harm." *Jefferson Radiology, P.C. v. Baldwin*, 2017 WL 3000714, at *8 (Conn. Super. Ct. June 8, 2017). Here, no violation of the non-competition covenant has occurred, and the only "breach" of the confidentiality and the non-competition covenants Cubist can point to is the presence on Jin's own phone of work notes and photographs created for his work, which have been returned and which he is not accessing. Section 5.2 cannot convert that into irreparable harm.

C. The Harm Cubist Describes Is a Fiction

Cubist's irreparable-harm theory is that Jin "might" have other copies, "might" have disclosed material to others, and "might" use it at a competitor. Xu Aff. ¶¶ 15–16; Mem. at 15–16. Cubist offers no evidence of any disclosure or use, and the record affirmatively refutes the possibility: the AI output never left Cubist's systems, Jin Aff. ¶¶ 10, 16; the material located on the personal devices has been returned and is not being accessed by Jin, Jin Aff. ¶¶ 34, 37–38; and Jin is not employed anywhere, Jin Aff. ¶ 40. Cubist, which has had Jin's Company devices and every log since July, identifies no email, upload, message, or transfer. Cubist's speculation is a far cry from a showing of imminent harm. *Karls*, 179 Conn. at 403. And Jin's thorough process of capturing forensic images of potentially relevant devices through nationally recognized forensic experts definitively rebuts the speculation that data on these devices is at risk of being lost. Jin Aff. ¶¶ 27–30.

IV. THE BALANCE OF THE EQUITIES FAVORS JIN

Cubist describes its requested relief as "narrowly tailored" and says it would cause Jin no more than "inconvenience." Mem. at 16–17. The opposite is true. Cubist is presently withholding approximately $30 million in Jin's compensation and investments and has refused to state its position on Jin's KEPL shares, which Jin purchased with his earned bonuses at his manager's direction, that Cubist valued at more than $20 million in February 2026. Jin Aff. ¶¶ 43–45. An injunction entered on an *ex parte* record that brands Jin as having "stolen" Cubist's code would be used against him in those disputes and in his profession, and it cannot be undone. Cubist, by contrast, loses nothing if the Application is denied: it already has the documents the review located, it has every prompt log, it has Jin's written commitments and litigation hold, and Jin's relevant

devices and accounts are already forensically imaged so there is ***zero*** threat of any ongoing deletion.

The equities also weigh against the overbreadth of what Cubist asks. The proposed order would enjoin use or disclosure of "Confidential Information" as defined in § 1.1, a definition that on its face extends to "any and all information" of a $55 billion firm and its affiliates, enforceable by contempt. Cubist has already shown, through its 197 search terms, how it construes that definition: "research" and "reuters" are, in Cubist's view, markers of its confidential information. An injunction keyed to a definition of that breadth, with no identification of the information actually at issue, would leave Jin unable to know what he may and may not do and would hand Cubist a contempt remedy for undefined and expansive conduct. *Lydall, Inc. v. Ruschmeyer*, 282 Conn. 209, 241–42 (2007) (holding injunction void for vagueness where it is "so vague that [persons] of common intelligence must necessarily guess at its meaning and differ as to its application" (citing *Emhart Industries, Inc. v. Amalgamated Local Union 376, U.A.W.*, 190 Conn. 371, 409 (1983))). Any order the Court enters should be limited to identified material.

V. THE MOTION FOR EXPEDITED DISCOVERY SHOULD BE DENIED OR, AT MOST, MADE RECIPROCAL AND LIMITED

Cubist seeks one-way expedited interrogatories, document requests, and a deposition of Jin on four "Injunction Subjects," including "the scope and completeness of collection and review conducted to date and any devices, accounts, files, or records excluded from that process," and his "actual or planned employment." Disc. Mot. ¶ 7. The motion should be denied for three reasons.

First, Cubist does not need discovery to obtain a stipulation Jin has offered. If the Court enters a mutual preservation and non-use order on consent, there is no contested hearing for which Cubist requires an evidentiary record.

Second, Cubist has already received, voluntarily and at Jin's expense, more than expedited discovery would yield: a complete inventory of devices and accounts; written identification of the vendors, the devices imaged, the accounts imaged, the date range, and information regarding the one device that could not be imaged; the search terms applied and hit analysis; and the resulting production. Jin Aff. ¶¶ 23, 27–34. The "Injunction Subjects" are a request for the inventories of "system records," "file names of all code," and "financial data" that Cubist demanded on October 7 and for which it had no contractual basis.

Third, the discovery Cubist proposes is one-sided. Cubist alone possesses the prompt logs on which its entire narrative rests, the HR communications confirming that Jin's leave was for his job search, the purported policies it invokes, and the interviews with colleagues it cites. If any expedited discovery is ordered, it should be reciprocal and should require Cubist to produce, on the same schedule, (a) the complete Claude Code and Codex logs for Jin and for the other KEPL team members who used the tools on shared research, (b) the contents of Jin's home directory on Cubist's systems, including the retained AI output and "skills" files, (c) the "Internal Jin File" referenced repeatedly in the Complaint, (d) the communications among Xu and Human Resources concerning the decision to place Jin on leave and to terminate him, (e) Xu's communications regarding forfeiting and/or withholding the $30 million owed to Jin, including any discussions regarding using a public defamatory lawsuit to malign Jin and pressure him to give up the money and investments owed to him, and (f) any communications between Mr. Xu or any Cubist or Point72 personnel and any prospective employer of Jin. Jin should also be permitted to depose Xu in his personal and corporate capacity.

VI. ANY RELIEF SHOULD BE CONDITIONED ON A BOND

Conn. Gen. Stat. § 52-472 requires a bond unless the court finds good cause to dispense with it. Cubist argues it should not be required to post a bond based on § 5.2 of the Agreement, which purports to dispense with the requirement to demonstrate irreparable harm or post a bond. But these requirements are mandatory upon a court before issuing an injunction, and a stipulation between the parties cannot divest the court of its responsibility to ensure these elements are satisfied. Conn. Gen. Stat. § 52-472 ("No temporary injunction ***may be granted*** … until the party making application therefor gives bond" except where the court finds good cause (emphasis added)); *see also City of Hartford v. Am. Arb. Ass'n*, 174 Conn. 472, 476 (1978) (where parties stipulated to irreparable harm and inadequate remedy at law, court nevertheless properly reached these issues because they "are threshold issues which the court ***must*** consider before it can determine whether injunctive relief is warranted" (emphasis added)). The equities here point strongly toward a substantial bond. Cubist is withholding more than $30 million of Jin's compensation. An erroneously issued injunction would potentially impair Jin's ability to obtain employment during and after the Restricted Period, could prejudice his position in pursuing his compensation claims, and would inflict reputational harm in a small industry. If any injunction issues, the Court should require a bond in an amount commensurate with those harms and should decline the invitation to make it "nominal." The $30 million of compensation and investment proceeds that Cubist is wrongfully withholding provides a reasonable and proportionate basis for the bond Cubist should be required to post.

CONCLUSION

For the foregoing reasons, Jin respectfully requests that the Court (1) deny the Application for an ex parte temporary restraining order; (2) deny the Application for a temporary injunction

or, in the alternative, enter only a mutual order on consent requiring both parties to preserve relevant evidence and prohibiting use or disclosure of specifically identified Confidential Information; (3) deny the Motion for Expedited Discovery; or, (4) in the ***alternative***, enter a status quo order implementing the steps Jin is currently taking as outlined above, and order Cubist to (i) preserve relevant information and documents and (ii) provide reciprocal and limited expedited discovery on the terms described in Part V; and (5) grant such other relief as the Court deems just.

THE DEFENDANT,

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CERTIFICATION OF SERVICE

I hereby certify that on November 11, 2026, a copy of the foregoing was served by electronic mail, pursuant to Practice Book § 10-13, on all counsel and self-represented parties of record as follows:

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