

DOCKET NO.: NNH-CV-14-6050848-S : SUPERIOR COURT
ZHAOYIN WANG : JUDICIAL DISTRICT OF NEW HAVEN
VS. : AT NEW HAVEN
BETA PHARMA, INC., DON ZHANG, and : August 30, 2016
ZHEJIANG BETA PHARMA CO., LTD.

REPLY TO SPECIAL DEFENSES AND ANSWER TO COUNTERCLAIMS

Reply to First Special Defense.

Each and every allegation of the First Special Defense is denied.

Reply to Second Special Defense.

Each and every allegation of the Second Special Defense is denied; further, defendants agreed to restructure the ownership of Beta Pharma Canada to permit BPC to receive research and development tax credits in Canada; and defendants agreed to relinquish their interest in BPC and its intellectual property after they admitted that they had run out of money and were unable to continue to fund the operations of BPC.

Reply to Third Special Defense.

Each and every allegation of the Third Special Defense is denied.

Reply to Fourth Special Defense.

Each and every allegation of the Fourth Special Defense is denied.

Reply to Fifth Special Defense.

Each and every allegation of the Fifth Special Defense is denied; further, defendants'

conduct as alleged in the Complaint, commencing with their inducement to plaintiff to enter into the Partnership Offering prior to March 26, 2010 and continuing thereafter, constituted a continuing course of conduct designed to induce plaintiff not to enforce his legal rights against defendants.

Reply to Sixth Special Defense.

The allegations of the Sixth Special Defense are denied.

Reply to Seventh Special Defense.

The allegations of the Seventh Special Defense are denied.

ANSWER TO COUNTERCLAIMS

1. Plaintiff admits that Beta Pharma is a Delaware corporation, admits that its principal place of business is now in New Jersey, and denies that its principal place of business was in New Jersey at the time that the Partnership Offering contract was formed.

2. Admitted.

3. Plaintiff admits that he worked at Merck Frosst Canada, Inc., and denies the remaining allegations of Paragraph 3.

4. Plaintiff admits that he is a resident of Canada and denies the remaining allegations of Paragraph 4.

5. Plaintiff admits that Beta Pharma Canada, Inc. is a corporation formed under the laws of the Province of Quebec, Canada, incorporated in October, 2010 and that it focused on drug development and discovery.

6. Plaintiff denies so much of Paragraph 6 as alleges that he and Beta Pharma entered into an oral agreement, and asserts that the allegations of subparagraphs a and b of Paragraph 6 are brief summaries of some but not all of the terms of the written agreement entered into between plaintiff and defendants on or about March 26, 2010 and deny the remaining allegations of Paragraph 6.

7. Plaintiff admits that Beta Pharma Canada received certain payments from Beta Pharma, and leaves defendants to their proof of the dates, amounts and purposes of the payments made.

8. Admitted.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

13. Plaintiff admits so much of Paragraph 13 as alleges that he established Nanjing Allgen Pharma Co., Ltd., in 2012 and leaves defendants to their proof of the remaining allegations of Paragraph 13.

14. Plaintiff admits that Nanjing Allgen is a corporation organized under the laws of the People's Republic of China.

15. Plaintiff admits so much of Paragraph 15 as alleges that Nanjing Allgen is now working with intellectual property that plaintiff developed at Beta Pharma Canada and denies the remaining allegations of Paragraph 15.

16. Paragraph 16 is denied.

ANSWER TO COUNT ONE – ACCOUNTING

1. The allegations of the answers to Paragraphs 1 through 16 of defendant's counterclaim are incorporated in Paragraph 1 by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

ANSWER TO COUNT TWO – BREACH OF CONTRACT

1. Plaintiff incorporates by reference the answers to the prior allegations of defendant's counterclaims as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. Denied.

ANSWER TO COUNT THREE, BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

1. Plaintiff incorporates by reference the answers to the preceding paragraphs of Beta Pharma's counterclaims as if fully set forth.

2. Plaintiff admits that all agreements among the parties to this litigation contain implied covenants of good faith and fair dealing but denies Paragraph 2 to the extent that it refers to "the Agreement" as alleged.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

ANSWER TO COUNT FOUR, CONNECTICUT UNFAIR TRADE PRACTICES ACT

1. The answers to the foregoing paragraphs of Beta Pharma's counterclaims are hereby realleged by reference as if set forth in full.

2. Plaintiff admits that he is a person, but denies that the Connecticut Unfair Trade Practices Act is applicable to this counterclaim, and denies all remaining allegations in Paragraph 2.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

13. Plaintiff lacks knowledge or information concerning the allegations of Paragraph 13 and leaves the defendant to his proof thereof.

ANSWER TO COUNT FIVE – UNJUST ENRICHMENT

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

ANSWER TO COUNT SIX – PROMISSORY ESTOPPEL

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Plaintiff admits so much of Paragraph 2 as alleges that he was to be President of Beta Pharma Canada and that he would have an ownership interest in the company and denies the remaining allegations of Paragraph 2.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

ANSWER TO COUNT SEVEN – BREACH OF IMPLIED CONTRACT

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

ANSWER TO COUNT EIGHT – CONSTRUCTIVE TRUST

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Plaintiff admits that at certain times Beta Pharma had an ownership interest in Beta Pharma Canada and denies the remaining allegations of Paragraph 2.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

ANSWER TO COUNT NINE – OPPRESSION

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

ANSWER TO COUNT TEN – CONVERSION

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

ANSWER TO COUNT ELEVEN – BREACH OF FIDUCIARY DUTY

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Plaintiff asserts that the existence of fiduciary duties, and to whom they are owed, is a legal conclusion, admits that the parties to this litigation owed each other fiduciary duties arising out of some of the alleged relationships among them, and denies the remaining allegations of Paragraph 2.

3. Denied.

4. Denied.

ANSWER TO COUNT TWELVE – UNFAIR COMPETITION

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

ANSWER TO COUNT THIRTEEN – STATUTORY THEFT

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

ANSWER TO COUNT FOURTEEN – AIDING AND ABETTING TORCIOUS INTERFERENCE WITH BUSINESS RELATIONS

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

ANSWER TO COUNT FIFTEEN – CIVIL CONSPIRACY

1. The allegations of the foregoing paragraphs of plaintiff's answer to defendant Beta Pharma's counterclaims are hereby incorporated by reference as if fully realleged.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

PLAINTIFF ZHAOYIN WANG,

By: _____


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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was, or immediately will be, either mailed or electronically delivered on this 30 day of August, 2016, to all counsel and self-represented parties of record (and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were electronically served) in accordance with Practice Book §10-13 and §10-14 (as amended 1/1/2015).

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