

1.0

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
NORFOLK DIVISION  
CIVIL ACTION NO.

19 1542

<p>PETER GIANNOPOULOS and JOSHUA DELISLE, Plaintiffs</p> <p>V.</p> <p>FRANK NOGUEIRA and LEO MANNING Defendants</p>
---

**COMPLAINT FOR  
DECLARATORY JUDGMENT**

RECEIVED & FILED  
2019 DEC -3 PM 12:00  
CLERK OF THE COURT  
NORFOLK COUNTY

**INTRODUCTION**

This is a Complaint for Declaratory Judgment by Peter Giannopoulos (“Mr. Giannopoulos”) and Joshua DeLisle (“Mr. DeLisle”) (collectively, the “plaintiffs”) against Frank Nogueira (“Mr. Nogueira”) and Leo Manning (“Mr. Manning”) (collectively, the “defendants”), seeking a determination that the defendants do not have an ownership interest in, and are not entitled to compensation from, a product developed exclusively by the plaintiffs.

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff, Mr. Giannopoulos, is an individual with a usual place of business at 44 Heritage Drive in Walpole, Norfolk County, Massachusetts.
2. Plaintiff, Mr. DeLisle, is an individual with a usual place of business at 600 Main Street in Hanover, Plymouth County, Massachusetts.
3. Defendant, Mr. Nogueira, is an individual residing at 87 Three Rivers Drive in Kingston, Plymouth County, Massachusetts.

4. Defendant, Mr. Manning, is an individual residing at 72 Houston Avenue in Milton, Norfolk County, Massachusetts.

5. This Court has jurisdiction over this action pursuant to M.G.L. c. 212, § 4 and c. 214, § 1.

6. Venue is proper pursuant to M.G.L. c. 223, § 1.

### **FACTUAL BACKGROUND**

#### **Relationship between the Parties**

7. Mr. Giannopoulos, Mr. DeLisle, Mr. Nogueira and Mr. Manning, (together the “Parties”), are colleagues; they are employed as police officers by the Boston Police Department.

8. Through their work as police officers, the Parties have responded to many situations in which individuals had overdosed on opiates and needed to be treated with a nasal administered opioid reversal agent. In their role as first responders, the Parties themselves treated individuals with Naloxone or facilitated and observed such treatment provided by other responders.

#### **NarCase® Version 1**

9. Following a concept devised by Mr. DeLisle as a result of his experience in the field, the Parties developed NarCase® Version 1 (“Version 1”), a device specifically designed to securely carry and protect Naloxone carried by first responders.

10. Version 1 was designed to carry two (2) doses of Naloxone in 2mg glass vials with an applicator and nasal atomizer for intranasal use.

11. Version 1 is a cylindrical product designed to fit into a standard pepper spray holster, as worn on a duty belt.

12. Mr. DeLisle financed the design, development and manufacturing costs associated with Version 1.

13. Utility patent No. 10,358,255 was secured for the intellectual property associated with Version 1 (the “Version 1 Patent”).

14. Design patent No. D808,152 was secured based on the design of Version 1 (the “Version 1 Design Patent”).

15. All of the Parties are listed as inventors on the Version 1 Patent and the Version 1 Design Patent.

#### Tac Life Systems LLC

16. Tac Life Systems LLC (“Tac Life”) is a Massachusetts limited liability corporation with a usual place of business at 44 Heritage Drive in Walpole, Norfolk County, Massachusetts.

17. Tac Life was formed on September 14, 2015.

18. Tac Life’s Certificate of Organization describes the character of the business as tactical lifesaving product research, design, development, sales and distribution.

19. Each of the parties has a 25% ownership interest in Tac Life, and is a Manager of Tac Life.

20. The Version 1 Patent and the Version 1 Design Patent are assigned to Tac Life.

21. Tac Life operates the website <https://narcase.com/> (the “Website”), used for the marketing and sale of Version 1.

#### Website Sales

22. The Parties are compensated equally based on the sales of Version 1.

23. Despite the fact that only the plaintiffs perform the tasks associated with the marketing, sales and distribution of Version 1, the plaintiffs do not receive any additional compensation for their work marketing, selling or distributing Version 1.

24. The defendants have not been involved in the marketing, sales, or distribution of Version 1.

25. The plaintiffs utilize social media extensively to help promote sales of Version 1.

26. The defendants have not assisted in any social media activities designed to promote the sales of Version 1.

27. The Website is available to all Parties to sell other products of interest to law enforcement personnel and first responders.

28. Mr. Giannopoulos has used the Website to market and sell Vector compact ballistic patrol shields.

29. Mr. Giannopoulos performs all functions associated with the marketing and sales of the Vector patrol shields and receives 100% of the commissions for Website sales.

#### NarCase® Version 2

30. In 2015 the Food and Drug Administration approved the administration of Naloxone via NARCAN® nasal spray.

31. NARCAN® is supplied in a single intranasal delivery device packaged in a blister pack.

32. NARCAN® does not require assembly and delivers a consistent, measured dose.

33. NARCAN® is not compatible with Version 1.

34. Following the introduction of NARCAN®, the plaintiffs predicted that the use of the new NARCAN® product would negatively impact sales of Version 1.

35. On or about September 2016, Mr. Giannopoulos informed the defendants orally and via email and text that he and Mr. DeLisle wanted to pursue the development of additional product lines compatible with NARCAN® and offered the defendants an opportunity to take part in the opportunity.

36. A true copy of an email to the defendants from Mr. Giannopoulos is attached as **Exhibit 1**.

37. A true copy of a text message sent by Mr. Giannopoulos to the defendants is attached as **Exhibit 2**.

38. The plaintiffs presented a prototype of a new device designed to carry and protect the new NARCAN® product to the defendants.

39. Despite being shown the prototype, the defendants expressed that they did not want to risk time or money in the development of a new product line because sales of Version 1 had not met their expectations.

40. With the understanding that all risk, expense and time commitment invested in the new product would be their own, and not involve Tac Life or the defendants, the plaintiffs developed the technology for NarCase® Version 2 (“Version 2”), which accommodated NARCAN®’s design and blister packaging.

41. The plaintiffs have worked since 2016 to design, manufacture, market, promote and sell Version 2.

42. The defendants did not participate in the design, development, manufacture, marketing, promotion or sales of Version 2.

43. Version 2 is a plastic clamshell case specifically designed to hold 4mg NARCAN® nasal spray in a blister pack.

44. Version 2’s shape, size and method of securing NARCAN® is visually and mechanically different than Version 1.

45. Version 2 is more than twice as wide and is a different shape than Version 1.

46. Version 2 does not fit in a standard pepper spray holster.

47. The custom manufactured holster for Version 2 provides a layer of temperature insulating material and an extra layer of water resistance.

48. The plaintiffs obtained design patent No. D823,593 based on the design of Version 2 (the "Version 2 Design Patent").

49. The plaintiffs filed an application for a utility patent based on the design of Version 2.

50. Despite their similar names and functions, Version 1 and Version 2 are completely different products.

51. The intellectual property associated with Version 2 is entirely independent of Version 1, and is in no way derivative of Version 1.

52. The plaintiffs repeatedly offered the defendants the opportunity to participate in the development of Version 2, but the defendants declined at every turn.

53. The plaintiffs are the exclusive owners of the intellectual property associated with Version 2.

54. The plaintiffs market and sell Version 2 on the Website.

55. The plaintiffs are compensated based on the sales revenue associated with Version 2.

56. The plaintiffs are compensated for the sales of Version 2 using the same method the Parties are compensated for Version 1.

57. Having specifically declined the opportunity to participate in the development of Version 2, the defendants are not compensated for the sales of Version 2.

58. The defendants did not dispute the plaintiffs' ownership or compensation based on sales of Version 2 until 2019 when sales of Version 1 began to steeply decline.

59. On October 23, 2019, the defendants, through counsel, sent a letter to the plaintiffs:

- a. Claiming an ownership interest in Version 2;
- b. Claiming that the intellectual property associated with Version 2 is derivative of the intellectual property associated with Version 1; and
- c. Demanding compensation for the sales of Version 2.

### **Count I – Declaratory Judgment**

60. The Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if expressly restated herein.

61. An actual controversy exists between the parties, within the meaning of M.G.L. c. 231A, because:

- A. The plaintiffs gave the defendants numerous opportunities to become involved with and invest in development of a new product associates with NARCAN®, which the defendants unequivocally declined;
- B. Due to the defendants' expressed lack of interest in developing new products the plaintiffs separately and personally pursued the development of new technology, eventually creating Version 2;
- C. The defendants now claim that they are equal owners of Version 2 based on their ownership of the sales platform known as Tac Life, and that Version 2 is derivative of Version 1; and
- D. The plaintiffs claim that they are the exclusive owners of the intellectual property associated with Version 2, that such intellectual property is wholly unrelated from that

which is associated with Version 1, and that the defendants are not entitled to any profits generated by Version 2.

62. An actual controversy exists among the Parties.

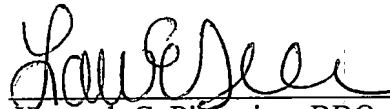
63. The foregoing controversy can and should be resolved by declaratory judgment under M.G.L. c. 231A.

WHEREFORE, the plaintiffs, Mr. Giannopoulos and Mr. DeLisle, respectfully request that the Court:

- A. Declare that the defendants, Mr. Manning and Mr. Nogueira, have no ownership interest in NarCase® Version 2 or the intellectual property associated with NarCase® Version 2;
- B. Declare that the defendants, Mr. Manning and Mr. Nogueira, are not entitled to compensation based on the sales of NarCase® Version 2; and
- C. Award such other or further relief as the Court deems just and fair.

PETER GIANNOPOULOS and  
JOSHUA DELISLE

By their attorneys,



Kenneth C. Pickering, BBO #634121  
Lauren E. Sparks, BBO #693935  
Mirick, O'Connell, DeMallie & Lougee, LLP  
100 Front Street, Suite 1700  
Worcester, MA 01608-1477  
Phone: (508) 791-8500  
Fax: (508) 791-8502  
kpickering@mirickoconnell.com  
lsparks@mirickoconnell.com

Dated: December 2, 2019



# **Exhibit 1**

Subject: Re: Disclosure

From: FRANK NOGUEIRA (FRANKIE874@msn.com)

To: peterg\_akg@yahoo.com

Date: Tuesday, September 6, 2016, 4:57 PM EDT

Pete

Do what you want to do. You have my blessing and when I expand I'd appreciate the same back.

Good luck bud!

<~~ Frank Nogueira ~~>

On Sep 6, 2016, at 4:48 PM, Peter Giannopoulos <peterg\_akg@yahoo.com> wrote:

Guys I would like , if you could , for you all to reply directly and to all here so that everyone is on the same page - everyone has responded but I'm not clear with some of the replies.. Based on the email I'm resending below - are you guys ok with me continuing on expanding Tac life products ? I mean - there will be a lot of time , money, and effort involved and I really want to get a jump start on producing new lines and products and knowing who my partners in the new LLC will be.

-Peter G  
617 719 8797  
Sent from my iPhone

Begin forwarded message:

**From:** Peter Giannopoulos <peterg\_akg@yahoo.com>  
**Date:** September 1, 2016 at 7:41:52 PM EDT  
**To:** Josh DeLisle <Joshdelisle@gmail.com>, Frank Nogueira <frankie874@msn.com>, Leo Manning <leomanning@comcast.net>  
**Cc:** "Josh, Pete Frank, Leo" <Taclifesytems@gmail.com>  
**Subject:** Disclosure

Gents:

Hope everyone is doing well.

As we have all discussed, I think there are profitable opportunities for Tac Life Systems, LLC in expanding our product line and services. Specifically, I see opportunity for Tac Life to create a some new Narcan / Naloxone related products to facilitate the carrying by police officers, EMTs, fire, etc. of Naloxone in its various forms (for example, auto injector, Narcan sprayer - this is not an all-inclusive list, just one intended to frame out the landscape here so we're all on the same page). In the simplest of terms, due to the early success of Narcan, there is opportunity for us to compete in the same space as companies like Safariland, 5.11 Tactical, etc.

As you know, I want to pursue those other product lines, and I prefer that we do it together as Tac Life Systems LLC. However, I understand there is not a majority of members who have such interest, and the collective decision has been to forego this opportunity. I intend to pursue this opportunity for myself in the absence of the company's pursuit of the same opportunity. Given the law on fiduciary duties and obligations of LLC members to act in the LLC's best interests, in circumstances such as these, it is my duty as a member of Tac Life Systems LLC to disclose to you the expansion opportunity if I intend to pursue the opportunity myself, or in conjunction with others. In other words, I cannot pursue the expansion opportunity for myself if the opportunity is one that:

(a) is in the company's line of business, (b) the company is capable of pursuing the same opportunity, and (c) the company wishes to pursue the opportunity.

I want to be clear in conveying the contours of the opportunity so I am able to satisfy my duties to the LLC.

There is financial cost associated with such an expansion - cost along the lines of what we encountered when we started Tac Life - product development costs (possibly associated research, although I see research costs as a fairly small percentage of overall expansion costs), marketing, production, and other related expenses (insurance, trademark and patent costs, legal fees, etc.). However, the upside to the company through expansion is foreseeably significant. Production costs are relatively low, and the margins increase as sales volume increases. We are already selling in other states, and we are actively pursuing opportunities for sales in still other locations. Additionally, the Narcan case is something only we sell. So when a customer seeks to purchase the case from us, the case can serve as a feeder to other products - in other words, the one-stop shopping approach (a customer goes onto the website to purchase the case and decides to buy some knee pads, flashlight holder, etc.). The margins on those products are good, too, and the market demand is there - particularly given the opiate epidemic because it is steering people to our company for the case. Top line at bottom, we might feel the financial pain of expansion for a bit, but the horizon looks very good.

Again, as I understand from our past discussions, there is no majority seeking to pursue this opportunity. Half of the members wish to remain in the Narcan case lane without expansion, the other half seek expansion. The LLC's pursuit of this opportunity would require a capital call, and it is my understanding based on our discussion that not all members, or even a majority, are willing to infuse new capital into the business to allow expansion, thus rendering the company incapable of pursuing the opportunity on its own. Nevertheless, I want to be clear about the potential benefits to Tac Life from expansion and to be transparent in what I intended to do if Tac Life declines to pursue expansion so we are all satisfied that LLC's decision not to pursue expansion is an informed one based on an understanding of the upside.

As discussed, in the absence of the company electing to pursue expansion, I intend to do so and in doing so, will establish a separate entity and I will assume all related operating costs. I would like to use the NarCase website, facebook page, twitter page, and any and all intellectual property and other media outlets I have personally and arduously developed with Tac Life to sell the expanded line. At no time, will any of member of Tac Life who is not a member of the new LLC be assessed any costs of the new LLC's operations. In addition, when the time comes, I intended to hire an accountant for Tac Life at my expense, to keep the accounts orderly. To be clear, Tac Life will be the accountant's client, not me. So the accountant's duty of loyalty will run to the company, despite the fact that I am paying for his/her services. This should assist in the maintenance of integrity between the accounts/funds of both companies, and to aid in transparency.

NarCase Sales will be handled as they are now. I have no issue servicing new sales, creating new relationships with clients, maintaining our company image to our current clients and the many more to come. I can take and deposit all checks, maintain accounts payable and receivables etc as the day to day operations of tac Life has become second nature to me. I will simply track NarCase sales and net proceeds through our current quickbooks account (our accounting software) as is; and once we start turning a profit we can disburse the net after tax proceeds equally. I will establish a second (and possibly third) quickbooks account for my other ventures in our space. Should a company buy my products AND NarCase- my separate product proceeds will go to my new LLC from Tac life and the original NarCase proceeds process will remain unchanged. The new LLC will pay its own taxes and incur its own expenses respectively, with its own bank accounts and so forth.

In essence: Everything with NarCase will remain unchanged, and you, NarCase or tac Life will not feel any burden or costs associated with any new products I develop and sell. new products will All be on my and my new LLC's expense. I will continue my efforts to sell NarCase no differently than I currently am. My new products will not take any precedence or time away from original NarCase sales / efforts. At the end of the day, it may boost NarCase sales (which is the ultimate goal for everyone).

Please reply to this email to either confirm your understanding of the opportunity and intent not to pursue it, or with questions or concerns.

Kindly,

Peter Giannopoulos

-Peter G  
[NarCase.com](http://NarCase.com)

10/17/2018

Yahoo Mail - Re: Disclosure

Tac Life Systems LLC  
617 719 8797

Subject: Re: Disclosure

From: Josh DeLisle (joshdelisle@gmail.com)  
To: peterg\_akg@yahoo.com  
Cc: frankie874@msn.com; leomanning@comcast.net  
Date: Tuesday, September 6, 2016, 4:58 PM EDT

Hey Pete

I am committed

I understand the financial and time commitments.

My only thought is that with new products/ventures, profit should be determined on a "time invested" basis. i.e. One guy should not do the brunt of the work while the other 3 collect equal profits.

I understand we all have our strengths but the workload needs more balance with future endeavors.

-Josh

On Sep 6, 2016, at 4:48 PM, Peter Giannopoulos <peterg\_akg@yahoo.com> wrote:

Guys I would like , if you could , for you all to reply directly and to all here so that everyone is on the same page - everyone has responded but I'm not clear with some of the replies.. Based on the email I'm resending below - are you guys ok with me continuing on expanding Tac life products ? I mean - there will be a lot of time , money, and effort involved and I really want to get a jump start on producing new lines and products and knowing who my partners in the new LLC will be.

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10/17/2018

Yahoo Mail - Re: Disclosure

Peter Giannopoulos

-Peter G

[NarCase.com](http://NarCase.com)

Tac Life Systems LLC

617 719 8797

10/17/2018

Yahoo Mail - ^\_Proposal^\_

Subject: ^\_Proposal^\_

From: Peter Giannopoulos (peterg\_akg@yahoo.com)

To: Joshdelisle@gmail.com; frankie874@msn.com; leomanning@comcast.net

Date: Monday, December 12, 2016, 5:12 PM EST

Guys. We are almost there. Our credit is also almost paid off. I foresee with a few months we should be in the positive and the majority of our expenses taken care of.

With that said I want to run something by you all. We had spoken about me doing different products and selling under the Tac Life name. I'm almost ready to take on the cost of these projects but I've been thinking: it makes no sense for me to have them owned by a separate LLC and set up different accounting software. Accountants, bank accounts etc. it's the same space so there really isn't any need for it.

What I propose is this: why don't we amend the LLC and take you guys off, while making an agreement to make sure everyone gets equal shares of NarCase. A "royalty" based on the net proceeds of the product itself every year. It can be really easy using our accounting software to track what expenses go where so doing a net of one product line (NarCase) while keeping them separate from the others is super easy this way. I have worked really hard to build the Tac Life name and it would be a major inconvenience to have to do it all again with another name in this space.

At the end of the day, all of the products I do will benefit NarCase and can't hurt it in any way. I just see this as an attempt to mainstream my ventures while assuming all the risk. This year should be profitable and I have zero problem with paying you out the quarter profit from each as if you remained "partners".

I have to mention also- should anyone want to be bought out of the company make an offer to the group to let go of your entitlements, obligations etc ...I think that's something that be accommodated as well.

Please reply to all - remember it is your obligation to communicate your opinion in this matter to everyone equally.

Peter



# **Exhibit 2**

10/24/2019

Gmail - Fw: Responses



Peter Giannopoulos <peterg8797@gmail.com>

**Fw: Responses**

1 message

Peter Giannopoulos <peterg\_1akg@yahoo.com>  
To: Peter Giannopoulos <peterg8797@gmail.com>

Thu, Oct 24, 2019 at 11:44 PM

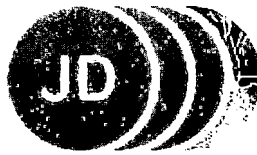
----- Forwarded Message -----

**From:** Peter Giannopoulos <peterg\_1akg@yahoo.com>  
**To:** Josh DeLisle <joshdelisle@gmail.com>  
**Sent:** Monday, October 3, 2016, 02:14:54 PM EDT  
**Subject:** Responses

●●○○○ Sprint

2:12 PM

83%



NarCase™



NarCase, Vector has agreed to buy NarCase at wholesale and have it as a free add on to their clients. They are now a new wholesaler for NarCase.

I.e.- Cambridge pd is picking up 20 shields - they are getting 20 free narcases on vector's expense.

I will not be offering free narcases to anyone

Let me know

LET THE KNOW  
Peter G

Josh Delisle Mop



Sounds good Pete. I'm in

Frank Nogiera



Thank you Pete, but I'm going to respectfully decline the offer at this time. I'd really like this case to take off and make some money before I invest in something else.



iMessage 

-Peter G  
617 719 8797  
Sent from my iPhone