

**RUBIN, FORTUNATO & HARBISON P.C.**  
Christopher S. Koller, Esquire (PA ID No. 85727)  
Edward G. Winsman, Esquire (PA ID No. 207790)  
Preston D. Satchell, Esquire (PA ID No. 208891)  
10 South Leopard Road  
Paoli, PA 19301  
(610) 408-2020/2016/2030 (telephone)  
(610) 854-4318 (facsimile)

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*Attorneys for Kuranda Financial Mortgage, Inc.*

**KURANDA FINANCIAL  
MORTGAGE, INC.,**

**Plaintiff,**

v.

**AUSTIN DUCA,**

**Defendant.**

: **IN THE COURT OF COMMON**  
: **PLEAS OF DELAWARE**  
: **COUNTY, PENNSYLVANIA**  
: **CIVIL DIVISION**

:  
: **Civil Action No. CV-2019-008586**

: **JURY TRIAL DEMANDED**  
:

**EMERGENCY MOTION FOR A TEMPORARY RESTRAINING  
ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Kuranda Financial Mortgage, Inc. ("Kuranda"), by and through its counsel, Rubin, Fortunato & Harbison, P.C., hereby moves this Honorable Court for the entry of a temporary restraining order and a preliminary injunction directing Defendant Austin Duca to return Kuranda client information that he misappropriated, to cease using any Kuranda client information for his own benefit, and to provide for review all devices containing Kuranda client information to ensure all information is returned and securely deleted.

Contemporaneously herewith, Kuranda filed and relies on its Verified Complaint, including attached Affidavit of Thomas Kuranda, President, and the Memorandum of Law in Support of its Motion for Temporary Restraining Order and Preliminary Injunction.

In further support of this Motion, Kuranda states as follows:

1. Kuranda is licensed mortgage broker in Pennsylvania and Florida, and has been in business for over 20 years.

2. Duca was affiliated with Kuranda as a mortgage loan originator from April 2016 until August 1, 2019.

3. As part of his work, Duca would collect extensive personal and confidential non-publically available information from Kuranda's clients and prospective clients, including, but not limited to, client names, addresses, birthdates, social security numbers, driver's license numbers, payroll records and W-2 forms, client bank statements and account numbers, and client tax returns (the "Confidential Client Information").

4. Kuranda utilized a secure third party cloud-based platform called Calyx to store Confidential Client Information and client mortgage records, to process client mortgages, and to communicate with its clients.

5. After Duca's affiliation with Kuranda terminated, Duca establishes his own mortgage brokerage firm, Main Line Mortgage LLC.

6. In the weeks following Duca's termination, Kuranda discovered that Confidential Client Information that had been securely stored on Calyx, including entire files for Kuranda clients, had been deleted and believes Duca deleted the information.

7. Kuranda also learned that Duca misappropriated and remains in possession of much of the same deleted information, including Confidential Client Information for over 150 Kuranda clients that is comprised of approximately 12,000 files and documents.


8. Kuranda is likely to prevail on the merits of its claims for misappropriation of trade secret information, conversion, breach of fiduciary duty and duty of loyalty, tortious interference, with business relationships, unfair competition, and unjust enrichment. If Duca is

not ordered to return and cease using Kuranda's Confidential Client Information, Kuranda will suffer substantial irreparable harm for which there is no adequate remedy at law through its loss of customers, damage to its reputation, loss of customer trust and goodwill, damage to office stability, and encouragement of similar future misconduct.

9. The equities and public interest weigh in favor of Kuranda in this action, the proposed injunction is narrowly tailored and reasonably suited to abate Duca's wrongful conduct, and an injunction will restore the parties to the status quo.

WHEREFORE, Kuranda respectfully requests that this Court grant this Motion for a Temporary Restraining Order and Preliminary Injunction.

Respectfully submitted:

By:   
Christopher S. Koller, Esquire  
Edward G. Winsman, Esquire  
Preston D. Satchell, Esquire

*Attorneys for Plaintiff*

Dated: October 15, 2019

**RUBIN, FORTUNATO & HARBISON P.C.**  
Christopher S. Koller, Esquire (PA ID No. 85727)  
Edward G. Winsman, Esquire (PA ID No. 207790)  
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MORTGAGE, INC.,**

**Plaintiff,**

**v.**

**AUSTIN DUCA,**

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**Defendant.**

**: IN THE COURT OF COMMON  
: PLEAS OF DELAWARE  
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: JURY TRIAL DEMANDED  
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**CERTIFICATION OF CHRISTOPHER S. KOLLER**

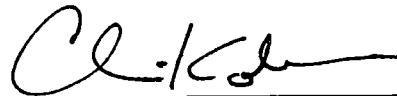
I, Christopher S. Koller, hereby certify that, on October 14, 2019, on behalf of Plaintiff/Movant Kuranda Financial Mortgage, Inc. (“Kuranda”), I provided advance notice to Defendant Austin Duca (“Duca”) that Kuranda’s *Emergency Motion for a Temporary Restraining Order and Preliminary Injunction* would be presented to this Honorable Court on October 15, 2019 as follows:

1. Specifically, on October 9, 2019, I emailed Duca advising that Kuranda would pursue the Court’s assistance if he did not comply with Kuranda’s prior requests that he return Kuranda’s confidential customer information and provide all electronic devices used to store or copy the information so that the information could be permanently deleted from the devices.

2. On October 14, 2019, at approximately 3:54 p.m., I contacted Duca by telephone at 239-398-3625, and spoke directly to Duca advising of Kuranda's intent to obtain a Temporary Restraining Order on October 15th.

I hereby declare that the foregoing statements have been made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Dated: October 14, 2019



Christopher S. Koller

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KURANDA FINANCIAL MORTGAGE, INC.,	:	IN THE COURT OF COMMON
	:	PLEAS OF DELAWARE
Plaintiff,	:	COUNTY, PENNSYLVANIA
	:	CIVIL DIVISION
	:	
v.	:	
	:	Civil Action No.
AUSTIN DUCA,	:	
	:	JURY TRIAL DEMANDED
Defendant.	:	

**[PROPOSED] ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_ 2019, upon consideration of the Verified Complaint, Plaintiff's Emergency Motion for a Temporary Restraining Order and a Preliminary Injunction, and the Supporting Affidavit, and the Memorandum of Law in Support of the Emergency Motion, and any responses thereto, and having determined that:

1. Plaintiff has established a substantial likelihood of success on the merits with respect to its cause of action;

2. Plaintiff will suffer irreparable harm and loss if Defendant's conduct is not enjoined;

3. Plaintiff has no adequate remedy at law;

4. Greater injury will be inflicted upon Plaintiff by the denial of injunctive relief than would be inflicted upon Defendant by the granting of such relief; and

5. An injunction serves the public interest in the enforcement of reasonable contracts and the protection of confidential and trade secret property;

**IT IS HEREBY ORDERED** that Plaintiff's motion is **GRANTED**, and it is further **ORDERED** that a preliminary injunction shall issue requiring the following:

1. Duca is hereby ENJOINED AND RESTRAINED from using any information concerning Kuranda's clients, including but not limited to, client names and addresses, client personal identifying information, and client financial records and information ("Confidential Client Information"), or any other proprietary Kuranda data in Duca's possession, custody, or control, in any way, including, but not limited to, contacting or soliciting Kuranda clients; and

2. Duca is hereby ENJOINED AND RESTRAINED from accessing any Kuranda electronically stored information, Kuranda computer system or remote access platform, or computer system or platform provided by a third party to store Kuranda information or utilized by Kuranda to process loan applications; and

3. Duca is hereby ENJOINED AND RESTRAINED from destroying, or in any way altering, Kuranda's Confidential Client Information or any other proprietary Kuranda data in his possession, custody, or control; and

4. Duca is hereby ENJOINED AND RESTRAINED from disclosing Kuranda's Confidential Client Information or any other proprietary Kuranda data in his possession, custody, or control, to any third party; and

5. Duca shall immediately return to Kuranda's counsel the Kuranda Confidential Client Information and any other proprietary Kuranda data in his possession, custody, or control; and

6. Duca shall immediately make available all devices used to access or copy Kuranda's Confidential Client Information and any other proprietary Kuranda data, including, but not limited to, any portable devices used to remove, store, access, or copy the information, and all personal computers, including the computer utilized in Kuranda's office, that contain originals or any copies of the information, so that a third party consultant may inspect the

devices and permanently delete, in a forensically sound manner, all of Kuranda's Confidential Client Information and proprietary data; and

7. Such other relief as is warranted by the facts and evidence.

This injunction is preliminary in nature, and shall remain in effect until such time as a final judgment is entered, or the Court rules otherwise.

**SO ORDERED:**

\_\_\_\_\_  
J.