

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

BRUCE KIRBY, INC., and  
BRUCE KIRBY

Plaintiffs,

vs.

LASERPERFORMANCE (EUROPE) LIMITED,  
QUARTER MOON, INCORPORATED,  
KARAYA (JERSEY) LIMITED,  
VELUM LIMITED ITM SA (ANTIGUA AND  
BARBUDA),  
INTERNATIONAL SAILING FEDERATION  
LIMITED,  
INTERNATIONAL LASER CLASS  
ASSOCIATION, and  
FARZAD RASTEGAR

Defendants.

Civil Action No.  
3:13-cv-00297-RNC

May 17, 2013

**AFFIDAVIT OF BRUCE KIRBY IN SUPPORT OF PREJUDGMENT REMEDY**

The undersigned, Bruce Kirby, in support of the Plaintiffs' application for a prejudgment remedy, hereby deposes and states as follows:

1. I am over 18 years of age and understand the obligations of an oath.
2. I am an individual plaintiff in this action and also the sole owner of co-plaintiff

Bruce Kirby, Inc. ("BKI"). I am a resident of the State of Connecticut. I have personal knowledge of the facts set forth herein, and, if called as a witness could and would competently testify thereto.

3. I am the designer of a 13 foot 10 ½ inch sailboat referred to herein and in my Complaint as the "Kirby Sailboat".

4. I have entered into a series of agreements (“Builder Agreements”) with sailboat builders (“Licensed Builders”) licensing them to use the Kirby Sailboat design to manufacture sailboats and sell them in specified territories. I granted these licenses in exchange for royalty payments from the sailboat builders.

5. The methods and materials for manufacturing an official Kirby Sailboat are contained in a confidential document referred to herein and in my Complaint as the “Construction Manual”. The Licensed Builders received a copy of the Construction Manual pursuant to the Builder Agreements. The Licensed Builders also received plugs, moulds, and tooling needed to construct Kirby Sailboats pursuant to the Builder Agreements.

6. I believe that Defendants LaserPerformance (Europe) Limited (“LP Europe”) and Quarter Moon, Incorporated (“Quarter Moon”) have retained possession of copies of the Construction Manual and sets of the plugs, moulds, and tooling needed to construct Kirby Sailboats, for at least the reason that they have not returned these items to me and are apparently continuing to manufacture Kirby Sailboats post-termination.

7. It is my belief that Quarter Moon and LP Europe have defaulted on their post-termination obligations by continuing to manufacture and/or sell Kirby Sailboats in their specific territories; and using the Construction Manual, production tooling, molds, plugs, and design of the Kirby Sailboat all in violation of article 10.9 of the 1983 and 1989 Builder Agreements.

8. LP Europe has further defaulted on its post-termination obligations by failing to negotiate the sale of “all plugs, moulds, and tooling” used to make the Kirby Sailboat to BKI, as required by article 10.8 of the 1983 Builder Agreement.

9. Given the corporate structure of Rastegar’s businesses and his past business practices, I believe it is highly likely he will attempt to avoid satisfying any judgment in this case

against any of those businesses (or himself) by shifting assets to entities that he controls but are not parties to this case.

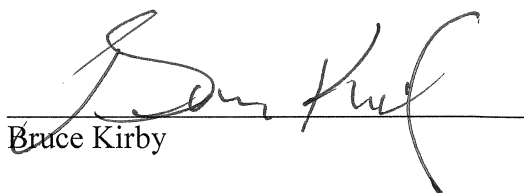
10. Given the corporate structure of Rastegar's businesses and his past business practices, I am particularly concerned that Rastegar will dispose of or transfer the production tooling, molds, and plugs needed to make the Kirby Sailboat to entities that he controls but are not named as parties. The production tooling, moulds, and plugs are not permanently fixed to any one location and are readily transportable. If he transfers the tooling, molds, and plugs to one of his other associated companies, it may successfully shield them from forfeiture pursuant to an unfavorable ruling in this case. Furthermore, he may attempt to manufacture Kirby Sailboats using one of this other associated companies for sale in the United States and other countries where he is not licensed to sell Kirby Sailboats.

11. Given Rastegar's past business practices, I am also particularly concerned that Rastegar will dispose of or transfer the production tooling, molds, plugs, and copies of the Construction Manual to third parties. If he does this, it will cause substantial and permanent damage to my ownership rights to the design of the Kirby sailboat. I have provided the implements and instructions for building the Kirby Sailboat to Licensed Builders on condition that their confidentiality be maintained. The continued confidentiality of the method of building the Kirby Sailboat is critical to the protection of my rights in the design.


12. Based on shipping notifications I have reviewed (and which are attached as exhibits to my First Amended Complaint), I believe that Quarter Moon and LP Europe are currently in possession of a large number of ISAF Plaques and New ISAF Plaques. These plaques have no use other than to build Kirby Sailboats. These plaques, when affixed to an unauthorized and/or counterfeit Kirby Sailboat, falsely indicate that the boat is sanctioned,

authentic, and legitimate. I believe that Rastegar will use the ISAF Plaques and New ISAF Plaques in his possession to build additional unauthorized and counterfeit Kirby Sailboats. Given Rastegar's past business practices, I am also concerned that he will transfer the ISAF Plaques and New ISAF Plaques to third parties and/or to entities that he controls but are not named as parties. If he does this, it is possible that third parties and/or entities not named as parties will be able to manufacture unauthorized and counterfeit Kirby Sailboats in the future.

I declare under penalty of perjury under the laws of the State of Connecticut and the United States of America that the foregoing is true and accurate to the best of my knowledge, and that this Affidavit is executed on May 16, 2013 at Rowayton, Connecticut, United States.

  
Bruce Kirby

Subscribed and sworn to before me this  
16<sup>th</sup> day of May, 2013

  
Notary Public:

**JOAN M. BURNETT**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES MAY 31, 2012/7**

My Commission Expires: \_\_\_\_\_