

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(NORTHERN DIVISION)**

**CAM TECHNOLOGIES, INC., et al.**

\*

**Plaintiffs**

\*

v.

\* **Civil Action No.: 10-CV-664 CCB**

**COMPRESSED AIR NETWORK,  
LTD, et al.**

\*

\*

**Defendants**

\* \* \* \* \*

***ANSWER***

Defendants Compressed Air Network, Ltd. (“Compressed Air”) and James Michael Caldwell (“Caldwell”)(collectively, the “Defendants”), by their undersigned counsel, respectfully answer the Complaint filed against them by the Plaintiffs CAM Technologies, Inc. (“CAM”) and CAM Technologies IP Holdings, LLC (“CAM IP”)(collectively, the “Plaintiffs”), and in support thereof state:

***GENERAL DENIAL***

Defendants generally deny that they committed any of the improper acts or are liable to the Plaintiffs for any damages as set forth in the Complaint or otherwise.

***SPECIFIC AVERMENTS***

1. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 1 of the Complaint.
2. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 2 of the Complaint.

3. Defendants Caldwell and Silate were affiliated with CAM until sometime in April, 2009. Defendant Caldwell did visit certain of CAM's clients to market and sell certain services and products offered by CAM. Defendants deny the remaining allegations in paragraph 3 of the Complaint.

4. Defendants deny the allegations in paragraph 4 of the Complaint.

5. Defendants Caldwell and Silate terminated their relationship with CAM in April 2009. Defendants deny the remaining allegations in paragraph 5 of the Complaint.

6. Defendants deny the allegations in paragraph 6 of the Complaint.

7. Defendants deny the allegations in paragraph 7 of the Complaint.

8. Defendants deny the allegations in paragraph 8 of the Complaint.

9. Defendant Caldwell is a shareholder in CAM. Defendants are without knowledge or information sufficient to form a belief about the truth of the remaining allegations set forth in paragraph 9 of the Complaint.

10. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 10 of the Complaint.

11. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 11 of the Complaint.

12. Compressed Air is a North Carolina corporation formed on or about June 2, 2009 with its principal place of business in Mooresville, North Carolina. Compressed Air offers similar services and products as those offered by CAM.

13. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 13 of the Complaint.

14. Defendant Caldwell was formerly affiliated with CAM and currently resides in Mooresville, North Carolina.

15. Paragraph 15 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

16. Paragraph 16 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

17. Paragraph 17 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied. Defendant Caldwell, while affiliated with CAM, did conduct certain activities in Maryland for the benefit of CAM. These activities do not give rise to personal jurisdiction in this case.

18. Paragraph 18 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

19. Paragraph 19 of the complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

20. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 20 of the Complaint.

21. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 21 of the Complaint.

22. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 22 of the Complaint.

23. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 23 of the Complaint.

24. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 24 of the Complaint.

25. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 25 of the Complaint.

26. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 26 of the Complaint.

27. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 27 of the Complaint.

28. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 28 of the Complaint.

29. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 29 of the Complaint.

30. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 30 of the Complaint.

31. Defendant Caldwell knew the password necessary to access certain computer code while affiliated with CAM and was permitted to use the password to perform work on behalf of CAM for its customers, but lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations in paragraph 31.

32. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in the first sentence of paragraph 32 of the Complaint. Defendant Caldwell was provided with certain passwords by clients during his affiliation with CAM.

33. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 33 of the Complaint.

34. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 34 of the Complaint.

35. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 35 of the Complaint.

36. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 36 of the Complaint.

37. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 37 of the Complaint.

38. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 38 of the Complaint.

39. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 39 of the Complaint.

40. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 40 of the Complaint.

41. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 41 of the Complaint.

42. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 42 of the Complaint.

43. Defendant Caldwell began his affiliation with C. Wagner Enterprises in or about January, 2005.

44. Defendants deny that portion of paragraph 44 of the Complaint which state or imply that CAM owns a trademark as to the name CAMLink. Defendants admit the remaining allegations in paragraph 44 of the Complaint.

45. Defendant Silate was a technician who performed certain technical functions on behalf of CAM. Defendants are without knowledge or information sufficient to form a belief about the truth of the remaining allegations set forth in paragraph 45 of the Complaint.

46. Defendant Caldwell had certain responsibilities related to sales and client relationship management while affiliated with C. Wagner Enterprises.

47. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 47 of the Complaint.

48. Defendant Caldwell was provided access to certain password protected information located on servers that assisted them in performing his responsibilities for CAM.

49. Defendants admit that portion of paragraph 49 which alleges that certain information regarding CAM's clients was necessary for Caldwell to perform certain services for CAM's clients. Defendants deny the remaining allegations in paragraph 49 of the Complaint.

50. Defendant Caldwell was provided with a laptop by CAM which included certain information regarding CAM's businesses and customers.

51. Defendant Caldwell was provided with a laptop which included certain information regarding CAM's businesses and customers.

52. Paragraph 52 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

53. Defendants deny the allegations in paragraph 53 of the Complaint.

54. Defendants admit that Defendant Caldwell did interact with certain customers of CAM and had access to certain information regarding those customers. Defendants deny the remaining allegations in paragraph 54 of the Complaint.

55. Defendant Caldwell resigned after being told that he must sign a non-compete agreement with CAM that would have unreasonably and unfairly restricted him well beyond the termination of his relationship with CAM without any additional consideration being provided him for this concession. Moreover, CAM denied his ownership interest in the company which had previously been provided to him and engaged in other improper actions; all of which led his resignation.

56. Defendants deny the allegations in paragraph 56 of the Complaint.

57. Defendants deny the allegations in paragraph 57 of the Complaint.

58. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 58 of the Complaint.

59. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 59 of the Complaint.

60. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 60 of the Complaint.

61. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 61 of the Complaint.

62. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 62 of the Complaint.

63. Defendant Caldwell formed Compressed Air with its principal place of business in Mooresville, North Carolina. Compressed Air provides certain air compression services.

64. Defendants admit that portion of paragraph 64 of the Complaint which alleges that they have worked with Silate. Defendants deny the remaining allegations in paragraph 64 of the Complaint.

65. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 65 of the Complaint.

66. Defendants deny the allegations in paragraph 66 of the Complaint.

67. Defendants deny the allegations in paragraph 67 of the Complaint.

68. Defendants deny the allegations in paragraph 68 of the Complaint.

69. Defendants deny the allegations in paragraph 69 of the Complaint.

70. Defendants deny the allegations in paragraph 70 of the Complaint.

71. Defendants deny the allegations in paragraph 71 of the Complaint

72. Defendants deny the allegations in paragraph 72 of the Complaint.

73. Defendants deny the allegations in paragraph 73 of the Complaint.

74. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 74 of the Complaint. Defendants deny engaging in any improper activity with regards to CAM clients.

75. Defendants deny the allegations in paragraph 75 of the Complaint.

76. Defendants deny the allegations in paragraph 76 of the Complaint.

77. Defendants deny the allegations in paragraph 77 of the Complaint.

78. Defendants deny the allegations in paragraph 78 of the Complaint.

79. Defendant Caldwell was physically present in CAM's Maryland offices in April, 2009. Defendants deny the remaining allegations in paragraph 79 of the Complaint.

80. Defendants deny the allegations in paragraph 80 of the Complaint.



81. Defendants incorporate by referenced their responses to Paragraphs 1-80 as if fully set forth herein.

82. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 82 of the Complaint.

83. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 83 of the Complaint.

84. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 84 of the Complaint.

85. Defendants deny the allegations in paragraph 85 of the Complaint.

86. Defendants deny the allegations in paragraph 86 of the Complaint.

87. Defendants deny the allegations in paragraph 87 of the Complaint.

88. Defendants deny the allegations in paragraph 88 of the Complaint.

89. Defendants deny the allegations in paragraph 89 of the Complaint.

90. Defendants deny the allegations in paragraph 90 of the Complaint.

91. Defendants incorporate by reference their responses to Paragraphs 1-90 as if fully set forth herein.

92. Defendants deny the allegations in paragraph 92 of the Complaint.

93. Defendants deny the allegations in paragraph 93 of the Complaint.

94. Defendants deny the allegations in paragraph 94 of the Complaint.

95. Defendants deny the allegations in paragraph 95 of the Complaint.

96. Defendants deny the allegations in paragraph 96 of the Complaint.

97. Defendants incorporate by reference their responses to Paragraphs 1-96 as if fully set forth herein.

98. Paragraph 98 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

99. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 99 of the Complaint.

100. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 100 of the Complaint.

101. Defendant Caldwell was provided access to certain material by CAM. Defendant Caldwell does not believe that most if any of this information constituted trade secrets.

102. Defendants deny the allegations in paragraph 102 of the Complaint.

103. Defendants deny the allegations in paragraph 103 of the Complaint.

104. Defendants deny the allegations in paragraph 104 of the Complaint.

105. Defendants deny the allegations in paragraph 105 of the Complaint.

106. Defendants deny the allegations in paragraph 106 of the Complaint.

107. Defendants deny the allegations in paragraph 107 of the Complaint.

108. Defendants deny the allegations in paragraph 108 of the Complaint.

109. Defendants deny the allegations in paragraph 109 of the Complaint.

110. Defendants incorporate by reference their responses to Paragraphs 1-109 as if fully set forth herein.

111. Paragraph 111 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

112. Defendants deny the allegations in paragraph 112 of the Complaint.

113. Defendants deny the allegations in paragraph 113 of the Complaint.

114. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 114 of the Complaint.

115. Defendants deny the allegations in paragraph 115 of the Complaint.

116. Defendants incorporate by reference their responses to Paragraphs 1-115 as if fully set forth herein.

117. Defendants are without knowledge or information sufficient to form a belief about the truth of the allegations set forth in paragraph 117 of the Complaint.

118. Defendant Caldwell had general knowledge regarding certain agreements entered into between CAM and its customers.

119. Defendant Caldwell generally knew of the provisions of CAM's terms and conditions.

120. Defendants deny the allegations in paragraph 120 of the Complaint.

121. Defendants deny the allegations in paragraph 121 of the Complaint.

122. Defendants deny the allegations in paragraph 122 of the Complaint.

123. Defendants incorporate by reference their responses to Paragraphs 1-122 as if fully set forth herein.

124. Defendants deny the allegations in paragraph 124 of the Complaint.

125. Defendants deny the allegations in paragraph 125 of the Complaint.

126. Defendants deny the allegations in paragraph 126 of the Complaint.

127. Defendants incorporate by reference their responses to Paragraphs 1-126 as if fully set forth herein.

128. Defendants deny the allegations in paragraph 128 of the Complaint.

129. Defendants deny the allegations in paragraph 129 of the Complaint.

130. Defendants deny the allegations in paragraph 130 of the Complaint.

131. Defendants deny the allegations in paragraph 131 of the Complaint.

132. Defendants engage in conversations with Defendant Silate regarding the business of Compressed Air. Defendants deny any inference or allegation that such conversations are improper or illegal.

133. Defendants deny the allegations in paragraph 133 of the Complaint.

134. Defendants incorporate by reference their responses to Paragraphs 1-133 as if fully set forth herein.

135. Paragraph 135 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

136. Paragraph 136 of the Complaint asserts mere legal conclusions to which no response is required. To the extent a response is required, such legal conclusions are denied.

137. Defendants deny the allegations in paragraph 137 of the Complaint.

138. Defendants deny the allegations in paragraph 138 of the Complaint.

139. Defendants deny the allegations in paragraph 139 of the Complaint.

140. Defendants deny the allegations in paragraph 140 of the Complaint.

141. Defendants deny the allegations in paragraph 141 of the Complaint.

142. Defendants deny the allegations in paragraph 142 of the Complaint.

***AFFIRMATIVE AND OTHER DEFENSES***

Defendants assert the following defenses to the allegations in the Complaint. 1.

1. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
2. This Court does not have personal jurisdiction over Defendants.
3. Plaintiffs' Complaint is barred by the doctrines of estoppel, laches and/or waiver.

4. Plaintiffs failed to provide Defendant Caldwell his ownership interest in CAM Technologies, Inc. as promised.

5. Plaintiffs are not the original creators or owners of the computer code, alleged trade secrets or other proprietary material identified in the Complaint which they claim has been misappropriated by the Defendants.

6. The computer code described in the Complaint is not the proper subject of copyright protection.

7. The alleged trade secrets identified in the Complaint are generally known to the public, do not provide the Plaintiff with a competitive advantage over their competitors and/or were not the subject of reasonable efforts to maintain their confidentiality.

8. Plaintiffs' claims are barred by *in pari delicto*.

9. Plaintiff has not suffered any damages as a result of the alleged improprieties set forth in the in Complaint.

10. Plaintiff has failed to mitigate its damages.

11. Plaintiff does not have standing to bring the claims set forth in the Complaint.

12. Plaintiffs' claims are barred by the doctrine of unclean hands.

13. Plaintiff has failed to join all necessary parties.

14. Plaintiff has engaged in copyright misuse.

15. Defendants are protected from liability by the fair use doctrine.

16. Defendants' use of its name and trademark is not likely to cause confusion with Plaintiffs' name and trademark among the relevant consumer public.

17. Defendants did not engage in any of the improper acts set forth in the Complaint.

Respectfully submitted,

/s/

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*Attorneys for Defendants Compressed Air  
Network, Ltd and James Michael Caldwell*

***CERTIFICATE OF SERVICE***

I HEREBY CERTIFY that on this 1<sup>st</sup> day of July, 2010, a copy of the foregoing Answer was served via the electronic filing system to:

Joshua G. Glikin, Esquire  
Bowie & Jensen, LLC  
29 W. Susquehanna Avenue  
Suite 600  
Towson, Maryland 21204

*Attorneys for Plaintiffs*

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/s/  
Steven E. Tiller

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