3:13-cv-826 (AVC) January 24, 2014. The plaintiff's [150] motion for attorney's fees is DENIED. Section 7 of Amphenol's Intellectual Property Agreement ("IPA"), which Paul agreed to and signed states:

> I recognize that irreparable and incalculable injury may result to Amphenol, its business and property, in the *event of a breach* by me of the restrictions imposed by this Agreement. I therefore agree that in the *event of any such breach,* Amphenol shall be entitled, in addition to any other remedies and damages, to an injunction restraining *further violation* of such restrictions by me and by any other person for whom I may be acting or who is acting for me or in concert with me. If Amphenol is awarded an injunction or other remedy in connection with the enforcement of such restrictions, I further agree to pay all costs and expenses (including attorney's fees) *reasonably incurred* by Amphenol in such enforcement effort.

In the recent [186] ruling granting the defendant's motion for summary judgment, the court concluded that the defendant was entitled to summary judgment as to the breach of contract claim, that is, concluding a breach of the IPA did not occur. Therefore, the motion for attorney's fees is DENIED.

SO ORDERED.

/s/

Alfred V. Covello, U.S.D.J.