

DOCKET NO. UWY-CV-14-6026552-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., NUCAP US	:	J.D. WATERBURY
INC., as successor to ANSTRO	:	
MANUFACTURING, INC.;	:	AT WATERBURY
	:	
Plaintiffs,	:	SEPTEMBER 21, 2016
	:	
VS.	:	
	:	
PREFERRED TOOL AND DIE, INC.,	:	
PREFERRED AUTOMOTIVE	:	
COMPONENTS, a division of PREFERRED	:	
TOOL AND DIE; and ROBERT A. BOSCO,	:	
JR.,	:	
	:	
Defendants.	:	
	:	

**PLAINTIFFS’ REDACTED MEMORANDUM OF LAW IN SUPPORT OF THEIR
MOTION FOR AN ORDER OF COMPLIANCE TO PREFERRED TO RESPOND TO
PLAINTIFFS’ THIRD REQUESTS FOR THE PRODUCTION OF DOCUMENTS**

Plaintiffs, Nucap Industries Inc. (“Nucap Industries”) and Nucap US Inc., as the successor to Anstro Manufacturing (“Nucap US”) (collectively “Plaintiffs” or “Nucap”), respectfully file this Redacted Memorandum of Law in support of their Motion for an Order of Compliance to Defendants, Preferred Tool and Die, Inc. (“Preferred Tool”) and Preferred Automotive Components, a division of Preferred Tool and Die (“Preferred Automotive”) (collectively, “Preferred”), to produce documents responsive to the Plaintiffs’ Third Requests for Production and relevant to Preferred’s tooling and manufacture of brake shims.

I. INTRODUCTION

This action is against Preferred and Robert A. Bosco, Jr. (“Bosco”) for misappropriation of Plaintiffs’ trade secrets and proprietary product design and manufacturing information. After Preferred—a company with no prior experience in the brake industry—either hired or associated itself with several former employees of Plaintiffs, it quickly “came to market” with a line of

automotive brake products that had a striking resemblance to products manufactured and designed by Plaintiffs. One such Preferred employee (and former employee of an affiliate of Plaintiffs) even began marketing Preferred's brake shim products by touting his experience with Plaintiffs and referencing information relating to its current supplier (Nucap), that Preferred could potentially share with the customer. Preferred also hired a former employee of Plaintiffs with experience in the manufacturing of Plaintiffs' brake parts, namely shims, through a process referred to as "tooling." It quickly became clear to Plaintiffs what was happening: Preferred had raided Plaintiffs' proprietary information by hiring away a group of Nucap employees and then benefitted (without authorization) from the trade secret, confidential, and proprietary information belonging to Nucap in the design, development, manufacturing, and marketing of Preferred's brake components.

Notwithstanding the fact that this case involves claims of misappropriation of Plaintiffs' manufacturing processes and confidential information relating to the tooling designs for brake shims, Preferred has refused to provide any discovery concerning its manufacturing and the tooling processes used by Preferred for manufacturing brake components. Those claims are alleged in Plaintiffs' Complaint and have been further developed through discovery and depositions.

Preferred's unjustified refusal to provide this core information turns the rules of discovery on their head and would require Plaintiffs to fully prove an allegation in the Complaint before discovery was permissible, while simultaneously denying Plaintiffs the discovery necessary to fully explore and develop its tooling misappropriation claims. For that reason, and as specified below, the Court should grant Plaintiffs' Motion and direct Preferred to fully answer

discovery and produce all documents concerning its tooling designs and manufacturing processes.

II. BACKGROUND

A. The Nature of the Action Includes Tooling.

Nucap specializes in the manufacture and design of all brake products and is an industry leader in aftermarket brake components. Complaint (“Compl.”) at ¶ 16, attached as Exhibit A. The Complaint outlines “the science behind how brakes work” and details the specialized knowledge and processes that Nucap has developed over the years, with respect to both the design and the manufacture of brake products. *Id.* at ¶¶ 25-31. Nucap does not simply design products and then send out its design drawings to a manufacturing vendor to create the products; Nucap manufactures the products it designs. *Id.* at ¶ 23.

The Complaint alleges that Bosco, a former executive at Plaintiffs who had access to, among other things, “tools designs,” assisted Preferred in utilizing internal and confidential information concerning the design and the manufacture of Nucap’s products. *Id.* at ¶¶ 46, 61. Preferred separately hired two former Nucap employees, Carl Dambrauksas and Tom Reynolds, to assist in its efforts to use and trade on Nucap’s proprietary information concerning both product design and the way products are actually manufactured. *Id.* at ¶¶ 56-57, 64-71. Mr. Reynolds is a former die designer for Plaintiffs, and [REDACTED]. *See* Dambrauskas Dep. Tr., dated May 16, 2016, at 47:22-23; 123:14-19, attached as Exhibit B; Reynolds Resume, PREFERRED0000198, Attached as Exhibit C [Designated by Preferred as “Confidential”] (Reynolds self-describing role at Nucap [REDACTED]). Generally, “tooling design” is a term of art in the industry that refers to [REDACTED]

See

Dambrauskas Dep. Tr. at 26:11-27:14. Accordingly, a product cannot be manufactured without going through the tool and die process. Mr. Dambrauskas explained [REDACTED]

[REDACTED]. *Id.* at 27:15-18.

Against this backdrop, the Complaint details how Preferred's shims are nearly identical to Nucap shims and how Preferred came to market with a shim line on a suspiciously short time frame. Compl. at ¶¶ 71-72. The Complaint further alleges that Preferred benefited from and improperly used Nucap's confidential information through Preferred's design, development, and manufacturing of Preferred's brake shims. *Id.* at ¶ 73. Those allegations directly implicate tooling design and the process by which the Preferred shims were manufactured.

When Preferred served Nucap with discovery targeted at Nucap's allegations of trade secret misappropriation and the information Nucap alleged was misappropriated, Nucap identified, among other things, the following: "(13) The designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs and pricing associated with Plaintiffs' tooling, including, but not limited to, the tooling used with respect to the parts identified at #1-12 herein." *See* Plaintiffs' Answers to Defendant Preferred Tool's First Set of Interrogatories (answers served on July 20, 2015), attached as Exhibit D.¹

Accordingly, since the outset, Preferred has been on notice that this case involves tooling.

¹ Because Preferred had produced copies of its design drawings, Nucap separately provided Preferred a supplemental interrogatory answer that included a chart detailing the specific design drawings Nucap were alleging that Preferred had misappropriated and outlined the similarities between a series of Nucap products and Preferred products that appeared, in Nucap's view, to have been designed based on the dimensions, tolerances, and engineering of the corresponding Nucap products.

Documents later produced by Preferred, including spreadsheets, which Preferred designated as "Confidential," that [REDACTED]

[REDACTED], confirmed those allegations.

B. Preferred Refuses to Produce Tooling Documents.

Although Preferred has provided its internal product drawings in discovery, it has unjustifiably held back documents concerning its tooling drawings and has also refused to produce any communications from Mr. Reynolds, a former die designer for Nucap products, concerning the design of tooling for Preferred's brake shims. Specifically, Preferred wholesale objected to producing any documents in response to the following document requests issued by Nucap:

- All documents reflecting prints of Tooling designs, including assembly prints, for any brake shims manufactured by Preferred from January 1, 2013 to the present. Third Request for Production No. 2;
- All communications between Reynolds and any owner, principal, employee, agent or representative or agent of Preferred, concerning the design of any Tooling for all brake shims manufactured by Preferred from January 1, 2013 to the present. Third Request for Production No. 5.

In objecting to Requests No. 2 and 5 in their entirety, Preferred has taken the inexplicable position that tooling design is not relevant to any claim in this action and that the information is not discoverable on the purported basis that Nucap “[has] not specifically alleged that any tooling designs were misappropriated from Plaintiffs, nor has any evidence come forth since this case was filed in July 2014 to support such an allegation being made in good faith” Preferred Responses and Objections to Plaintiffs’ Third Requests for Production, at Nos. 2 and 5, attached as Exhibit E. Preferred further objected to the discovery of these materials on the basis that they were confidential and highly sensitive business documents of Preferred, despite the Court’s entry of a two-tiered Protective Order providing for both “Confidential” and “Attorneys’ Eyes Only” designations. *Id.* (“Defendant also objects to this request to the extent that any answer will likely contain highly confidential information which is proprietary to Defendant.”).

Nucap's attempts to meet and confer with Preferred on this issue have resulted in Preferred's steadfast refusal to produce any documents concerning its tooling designs for its brake shim product line.²

C. Discovery Taken To-Date Supports Nucap's Misappropriation Allegations Relating to Both Design and Manufacturing Processes.

Even without the benefit of Preferred's documents and communications about its tooling designs, the timeline between the formation of Preferred's automotive division (late 2012 or early 2013) and the period when Preferred was able to "tool up" in order to manufacture the shims (March 2013) strongly suggests that Preferred benefitted from trade secret information belonging to Nucap. According to Mr. Dambrauskas, [REDACTED] [REDACTED] [REDACTED]. Dambrauskas Dep. Tr. at 26:11-27:18 (stating that [REDACTED]); *id.* at 54:17-21 ([REDACTED]); *id.* at 103:15-21 (stating that Preferred [REDACTED]).

Discovery has further shown that Preferred was not a manufacturer of brake shims and [REDACTED] [REDACTED]. Dambrauskas Dep. Tr. at 48:6-9; 51:18-25. Instead, it was only after Preferred hired Mr. Dambrauskas and Mr. Reynolds that [REDACTED] [REDACTED]. Dambrauskas Dep. Tr. at 60:11-19. Both Mr. Dambrauskas and Mr. Reynolds worked in tooling design for Plaintiffs and [REDACTED].

² The parties engaged in several rounds of meet and confer discussions, both through written correspondence and in telephone calls, concerning this discovery and the documents at issue through this Motion. *See. e.g.*, Exhibits F and G.

██████████. Dambrauskas Dep. Tr. at 47:22-23, 63:25-64:5, 81:8-18, 122:14-16. Mr.

Dambrauskas was hired as a business development engineer at Preferred and ██████████

██████████. Dambrauskas Dep. Tr. at 70:12-15; Exhibit 6 to Dambrauskas Dep. Tr., attached as Exhibit H. Moreover, the telephone records of Defendant Bosco, who had access to Plaintiffs' tooling designs when he worked for Plaintiffs, ██████████

██████████. Dambrauskas Dep. Tr. at 131:13-132:22.

Against this backdrop, Preferred inexplicably refuses to produce documents concerning its tooling designs.

III. ARGUMENT

A. The Documents Preferred is Withholding are Discoverable Under Practice Book § 13-2 and Should be Produced.

The scope of discovery in Connecticut is broad and favors the liberal disclosure of information. Under Practice Book § 13-2, “a party . . . may obtain . . . discovery of information or disclosure, production and inspection of papers, books or documents material to the subject matter involved in the pending action, which are not privileged.” Further, “[d]iscovery shall be permitted if the disclosure sought would be of assistance in the prosecution or defense of the action and if it can be provided by the disclosing party or person with substantially greater facility than it could otherwise be obtained by the party seeking disclosure.” *Id.*

“Information material to the subject matter of a lawsuit certainly includes a broader spectrum of data than that which is material to the precise issues raised in the pleadings.”

Lougee v. Grinnell, 582 A.2d 456 (Conn. 1990), *overruled in part on other grounds by State v.*

Salmon, 735 A.2d 333 (1999) (en banc); *see also Delprete v. Senibaldi*, No. CV-11-6024795-S, 2014 Conn. Super. LEXIS 1421, at *6 (Conn. Super. Ct. June 10, 2014) (reciting general rule that Connecticut “has traditionally permitted liberal discovery of information including a broader spectrum of data than which is material to the precise issues raised in the pleadings”). “What is discoverable under [the Practice Book rules] is broader than what is admissible at trial, so long as that which is sought during discovery is reasonably calculated to lead to the discovery of admissible evidence.” *Edwards v. Awd*, No. CV-13-6043343-S, 2014 Conn. Super. LEXIS 3207 (Conn. Superior Ct, Dec. 31, 2014).

The rules of discovery do not require that the connection between the information requested and the claims and defenses in the case be established with scientific certainty. *State v. McGraw-Hill Cos.*, 2014 Conn. Super. LEXIS 2149, at *9 (Conn. Super. Ct. Sept. 3, 2014). To establish relevancy, a party “is not required to offer such proof of a fact that it excludes all other hypotheses; it is sufficient if the evidence tends to make the existence or nonexistence of any other fact more probable or less probable than it would be without such evidence.” *KMK Insulation*, 715 A.2d at 802. When the pleadings put the facts sought in discovery at issue, the trial court should permit discovery into those issues. *Id.* at 803.

Here, the Court should order Preferred to provide discovery on its tooling designs for all shim products manufactured by Preferred, including internal communications involving Mr. Reynolds (Plaintiffs’ former tool designer, and the lead tool and die designer at Preferred), concerning Preferred’s tooling design. Nucap’s Complaint and the allegations against Preferred directly implicate product design and the manufacturing process by claiming that Preferred has benefited in “coming to market” with its own line of shims by improperly trading on Nucap’s

design and manufacturing know how. Compl. at ¶¶ 56-57, 64-71. Mr. Dambrauskas, formerly of Preferred, testified in his deposition [REDACTED]. Dambrauskas Dep. Tr. at 32:16-33:1. Without the tooling, the product cannot be manufactured. Preferred has produced its part prints for products but inexplicably refuses to produce any tooling drawings.

There is no reasoned justification for Preferred's relevance objections to the production of any tooling drawings, which deprive Nucap of the other half of the picture on Preferred's manufacturing processes. Without access to Preferred's tooling design documents, Nucap has no way of fully exploring its claims of manufacturing misappropriation and neither party has the ability to fully explore the respective validity of their claims and defenses. For the parties, the Court, and the jury to fully determine whether Preferred misappropriated Nucap's tooling design and manufacturing processes, Nucap needs to first obtain discovery on the manufacturing processes and tooling designs utilized by Preferred for its products.

Likewise, Mr. Reynolds, a former tool and die designer for Nucap and current tool and die designer at Preferred, is a central figure to those allegations, and his communications concerning tooling design are highly relevant and discoverable. *See, e.g.*, Dambrauskas Dep. Tr. at 122:14-18; 122:24-123:23. Mr. Reynolds' communications on tooling design, including the way in which Mr. Reynolds went about designing tools for Preferred's shims product line, will shed light on the ultimate issue of whether and to what extent Preferred used Nucap's internal and confidential tooling design processes to make its own products.

Accordingly, all of these documents are discoverable and should be produced.

B. Preferred's Objections Subvert the Rules of Discovery and Would Require Nucap to Prove its Claims Before Discovery Became Permissible.

Neither Connecticut law nor the facts support Preferred's specificity objections to Requests Nos. 2 and 5 for several reasons.

Preferred claims that information is not discoverable unless specifically set forth with precision in the Complaint or verified in subsequent discovery. That position, however, is contrary to Practice Book § 13-2, which allows discovery of information broader than what is specifically stated in the pleadings, so long as the information is material to the subject matter of the action. *See Lougee*, 582 A.2d at 459.

Preferred's position would require Nucap to definitively prove its claims without the benefit of any discovery on the allegations for which Preferred is demanding strict proof. Connecticut courts have rejected such positions. In *McGraw-Hill*, for example, the Superior Court rejected an argument by defendants that damages discovery on the amount of compensation defendants received in selling financial products was not relevant to an underlying unfair trade practices claim because plaintiffs could not establish that their theory of relief was legally viable. *McGraw-Hill*, 2014 Conn. Super. LEXIS 2149, at *7-*8. The court held that the alleged flaws in the plaintiffs' legal theory was immaterial to the issue of whether the records requested were discoverable. Specifically, the Court found that "the rules of discovery do not require that the connection between the information requested and the claims and defenses in the case be established with scientific certainty." *Id.* at *9. The only issue for determination on the motion to compel was whether the information sought was relevant to the claims at issue. *Id.* Because the information sought had a reasonable calculation to the plaintiffs' theory of relief, it was discoverable under the liberal standard set forth in Practice Book § 13-2.

Preferred's position fails for the same reasons. It is illogical for Preferred to demand that Nucap first identify each of the specific products that were designed based on Nucap's proprietary tooling designs and manufacturing processes, without allowing Nucap access to the tooling designs at issue. Instead, Nucap is entitled to receive all tooling design documents for all products manufactured by Preferred, at which point counsel and, if necessary, experts could then conduct a comparison of the tooling designs of both parties and identify the specific tooling drawings that were misappropriated. Until that point, however, Preferred's refusal to provide the discovery denies Nucap the ability to fully explore its claims.

Beyond being wrong on the law, however, the information is directly raised by the pleadings and has been further confirmed by depositions taken to-date. *See* Compl. at ¶¶ 64-71 (raising misappropriation claims relating to manufacturing processes); Dambrauskas Dep. Tr. at 26:11-27:18, 54:17-21, 103:15-21 (testimony outlining [REDACTED]).

Accordingly, Preferred's specificity objections are a red herring and nothing more than an apparent stall tactic to avoid turning over highly relevant and potentially damaging discovery.

C. Preferred's Confidentiality-Based Objections Are Frivolous In Light of the Two-Tiered Protective Order in Place.

Finally, Preferred's confidentiality-based objections border on frivolous. At the outset of this case, Preferred fought for—and successfully obtained—a restrictive two-tiered Protective Order that allows the parties to designate materials as “Confidential” or “Attorneys' Eyes Only.” *See* Protective Order at ¶ 7, attached as Exhibit I. The “Attorneys' Eyes Only” designation precludes access to the documents by anyone other than outside counsel, if appropriate. *Id.* Preferred has designated the vast majority of its production documents as “Attorneys Eyes Only,” and Nucap expects that any tooling documents would be produced under the same

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 21st day of September 2016 to all counsel and self-represented parties of record, as follows:

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Exhibit A
(Public)

RETURN DATE: AUGUST 19, 2014	:	SUPERIOR COURT
NUCAP INDUSTRIES INC.;	:	
and	:	
NUCAP US INC., as successor to ANSTRO MANUFACTURING, INC.;	:	
VS.	:	J.D. OF NEW HAVEN
PREFERRED TOOL AND DIE, INC.;	:	AT NEW HAVEN
and	:	
PREFERRED AUTOMOTIVE COMPONENTS, a division of PREFERRED TOOL AND DIE;	:	
and	:	
ROBERT A. BOSCO, JR.	:	JULY 21, 2014

COMPLAINT

Plaintiffs Nucap Industries Inc. (“Nucap Industries”) and Nucap US Inc., as the successor to Anstro Manufacturing (“Nucap US”) (collectively “Plaintiffs” or “NUCAP”), bring this Complaint against Defendants, Preferred Tool and Die, Inc., Preferred Automotive Components, a division of Preferred Tool and Die (collectively “Preferred”), and Robert A. Bosco, Jr. (“Bosco”) (collectively, “Defendants”), and state as follows:

INTRODUCTION

1. Through this action, Plaintiffs seek to remedy the unauthorized and unlawful use of their valuable trade secrets by Defendants, who upon and information and belief have capitalized on the access that Bosco had to Plaintiffs’ trade secrets as a former employee of Nucap US. Upon information and belief, Preferred has used Plaintiffs’ trade secret information in the course of establishing a competing business for the sale of brake component parts.

Bosco's actions, upon information and belief, have been accomplished through the violation of the Confidentiality and Intellectual Property Agreement that he signed, and which NUCAP seeks to enforce.

2. NUCAP is a global leader in the design, development, manufacturing, marketing, and sale of brake components.

3. Plaintiffs have invested considerable time and resources in the development of their product lines and maintain reasonable efforts to protect all manners of information regarding the design, development, manufacturing and marketing of their products. The aforementioned information is proprietary and confidential to Plaintiffs and derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons (including Preferred) who can obtain economic value from its disclosure or use.

4. Until recently, Preferred had not been a competitor of NUCAP in the market for "shims" (thin layers of rubber or metal that fit between the brake pads and the rotors and function primarily to reduce brake noise), "caliper hardware" (the hardware associated with calipers, which operate to slow the car's wheels by pressing against the rotors), and similar brake component parts—that is, until Bosco left his position working for Nucap US and became associated with Preferred.

5. The timing of Preferred's entry into the marketplace for shims, caliper hardware and other competitive products, upon information and belief, is not coincidental. Upon information and belief, it is part of a concerted plan by Preferred to steal NUCAP's trade secrets, confidential information, and intellectual property, to unfairly compete with Plaintiffs and create product lines using NUCAP's proprietary, confidential and trade secret information.

6. The access and use of this information is providing and has provided Preferred with an unfair advantage that Preferred would not have without access to NUCAP's proprietary, confidential and trade secret information.

THE PARTIES

7. Plaintiff Nucap Industries is an Ontario, Canada corporation with a principal place of business located at 3370 Pharmacy Avenue, Toronto, Ontario, MIW 3K4, Canada.

8. Plaintiff Nucap US is a Delaware corporation with a principal place of business at 238 Wolcott Road, Wolcott, Connecticut.

9. Nucap US is the successor to Anstro Manufacturing, Inc.

10. Defendant Preferred Tool and Die is a Connecticut corporation with a principal place of business at 30 Forest Parkway, Shelton, CT 06484-6122.

11. Defendant Preferred Automotive Components is, upon information and belief, a division of Defendant Preferred Tool and Die.

12. Defendant Robert Bosco is an individual who, upon information and belief, resides at 13 Executive Hill Road, Wolcott, Connecticut.

13. Bosco was previously employed by Nucap US.

JURISDICTION AND VENUE

14. This Court has personal jurisdiction over Defendants because Defendants conduct business in this State, reside in this State, breached duties owed to Plaintiffs in this State, and because a substantial part of the events and omissions giving rise to this action took place in this State.

15. Venue is proper in this District because Bosco is a resident of this Judicial District and a substantial part of the transactions and events giving rise to this action took place in this Judicial District.

FACTUAL BACKGROUND

Plaintiffs' Business

16. NUCAP is a global leader in brake components and specializes in the manufacture and design of all lines of brake products.
17. Nucap US is the successor to Anstro Manufacturing, Inc. and is a wholly owned subsidiary of Nucap Industries.
18. Like Nucap Industries, Nucap US is similarly engaged in the business of manufacturing, designing, and selling all lines of brake products.
19. The product portfolio for NUCAP ranges from high quality brake pad backing plates, shims, attaching hardware, abutment hardware, and springs used in cars, buses, trucks, motorcycles, aviation and trains.
20. NUCAP is a noise, vibration, harshness ("NVH") leader through the innovations developed at its state of the art research and development center.
21. NUCAP invests significant resources in the development, design, and marketing for all of its products.
22. Because brakes and brake pads are vital to the safety of a vehicle, NUCAP invests heavily in the research and development of the brake system, including all component parts in the brake system.
23. Through its research and development efforts, NUCAP has become an industry leader in brake components and prides itself on the company's ability to manufacture and develop new and innovative product lines.
24. All of Plaintiffs' strategic efforts to develop and grow their business lines are confidential to those outside of Plaintiffs' core business team.

The Science Behind How Brakes Work

25. As set forth above, brake shims are thin layers of rubber or metal that fit between the brake pads and the rotors and function primarily to reduce brake noise. Without shims, the individual components of the brake would cause significant vibration and noise.

26. High quality brake shims are multilayered with varying grades of dampening materials. Engineers tune these layers to get the best NVH qualities for that specific brake system. If the shim is not making contact with the brake pad, it will not do its job.

27. The science behind designing, developing, and manufacturing optimally-performing brake shims is highly technical, involves significant trial and error over the course of many years, and requires special equipment for testing which is not generally known by those outside of this very narrow industry. Put simply, a company (even one connected to the automotive industry) could not just one day decide to enter the market for the design, development and manufacturing of brake shims and thereafter, within a few months, have an optimally-performing product(s) ready to market.

28. Similarly, the science behind developing caliper hardware – the hardware associated with calipers, which allows the brake pads to slide effectively within the caliper in order to press against the rotor to slow or stop the vehicle– also is highly technical, involves significant trial and error over the course of many years, and requires special equipment for testing which is not generally known by those outside of this very narrow industry. As with brake shims, a recent entrant into the market for the design, development and marketing of caliper hardware would not be in a position to quickly “go to market” with a competitive and optimally-performing product(s).

29. Brake shims and caliper hardware are key products for Plaintiffs, which help to differentiate NUCAP from its competitors.

30. Through rigorous design, testing and other processes developed over numerous years, NUCAP has become a market leader in the design, development and manufacturing of brake shims and caliper hardware that its competitors (notwithstanding their best efforts) have been unable to replicate.

31. The formulas, processes, materials, standard operating procedures, and methods used by Plaintiffs in the design, development, manufacturing and marketing of its shims and caliper hardware are trade secrets of NUCAP. Only certain and properly cleared NUCAP employees had access to the totality of this information. Bosco was one such employee.

NUCAP's Considerable Efforts to Protect its Trade Secret, Confidential and Proprietary Information

32. NUCAP goes to considerable lengths to protect its trade secrets, confidential and other proprietary information.

33. For example, NUCAP and its affiliates require certain employees (depending on the degree to which those employees have access to NUCAP's trade secret, confidential and proprietary information) to execute Confidentiality and Intellectual Property Agreements. These Agreements provide, among other things, that the employees will not use, disclose, copy or reproduce any information owned, possessed or controlled by NUCAP and/or its affiliates, including but not limited to all information related to developments, inventions, product designs, drawings and specifications, business concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, and files and information relating to customer needs.

34. Bosco signed a Confidentiality and Intellectual Property Agreement with Anstro Manufacturing, Inc., now known as Nucap US, on September 2, 2011. *See* Exhibit “A” attached.

35. NUCAP also requires all employees, from the CEO of the company on down, to agree to and abide by NUCAP’s Code of Ethics and Business Conduct (“Code of Ethics”), which requires as a condition of employment, among other things, that employees may not disclose confidential corporate information to anyone outside of NUCAP. The Code of Ethics further states that, even within NUCAP, confidential corporate information should be discussed only with those who have a need to know the information, and that each employee’s obligation to safeguard confidential corporate information continues even after the employee leaves NUCAP. All NUCAP employees, including Bosco, have an absolute obligation to comply with the Code of Ethics as a condition of employment with NUCAP.

36. In addition to securing the agreements of its employees to abide by Confidentiality and Intellectual Property Agreements and its Code of Ethics, NUCAP also requires certain employees, depending on their level of access to NUCAP’s trade secret, confidential and proprietary information – including Bosco – to execute additional agreements (employment and/or non-competition agreements) providing that those employees will keep all such information in strict confidence and, both during and upon leaving the employ of NUCAP, providing that they will not disclose any such information to any third party.

37. NUCAP also takes a number of other steps to prevent its trade secret and other proprietary information from being disclosed.

38. For example, NUCAP limits access to its proprietary databases and information relating to its developments, inventions, product designs, drawings and specifications, business

concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, and/or files and information relating to customer needs to a certain subset of employees and, even within that subset, employees are only provided with access to the portions of the databases and information that they need to perform their job duties.

39. NUCAP also takes many other measures to protect its trade secrets and other proprietary information, including but not limited to password protecting its computers, limiting access to electronic data on a “need to know” basis (*i.e.*, only engineers and persons with appropriate and necessary clearance have access to engineering files), limiting remote access to data, maintaining security at its facilities, marking certain documents and data as “confidential” or with similar markings, and cultivating a culture where trade secrets and proprietary information belonging to the company is viewed as one of the NUCAP’s most significant assets, and the protection of the company’s trade secrets and proprietary information is an organizational imperative.

40. All of the steps that NUCAP takes are more than reasonable to maintain the secrecy of its trade secret, confidential and proprietary information.

Bosco’s History at NUCAP

41. Bosco began working for Nucap US in 2009, in connection with NUCAP’s purchase of the business and operations of a company called Eyelet Tech LLC, an entity that was at the time wholly owned by Bosco and a business partner.

42. Bosco’s official title at Nucap US was General Manager but, in actuality, he functioned in a role more similar to an executive or high level officer of the company. Bosco had access to all aspects of the business of Nucap US and was responsible for the day-to-day

supervisory management of the United States operations of Nucap US, a subsidiary of Toronto-based NUCAP.

43. Bosco had supervisory authority over all employees, projects, and products at Nucap US and NUCAP's central office in Toronto entrusted Bosco with substantial authority to run the United States operations for Nucap US.

44. Bosco was the point person for all business dealings and strategy discussions among NUCAP and Nucap US. Put differently, despite his nominal title as General Manager, Bosco had the type of access at Nucap US typically seen in high level executives.

45. Given Bosco's senior role at Nucap US, Bosco was entrusted with trade secret, confidential and proprietary information belonging to NUCAP.

46. The information included details and confidential knowledge of, among other things: (1) supplier contracts; (2) customer contracts; (3) pricing and costing; (4) tools design; (5) parts design; and (6) production rates.

47. Additionally, during Bosco's tenure at Nucap US, he worked closely with and had supervisory authority over employees in both the sales and product development departments.

48. Bosco had access to some of Plaintiffs' most valuable trade secrets and proprietary data, including detailed information regarding NUCAP's design, development, manufacturing, marketing, and sales of shims and caliper hardware.

49. All of these materials were strictly confidential to Plaintiffs and Bosco was made aware (through the various agreements that he signed, NUCAP's Code of Ethics, and otherwise) that the materials were considered trade secret, confidential and proprietary.

Bosco's Termination and Subsequent Affiliation with Preferred

50. Bosco was terminated for cause by Nucap US on January 23, 2012.

51. Following his termination, upon information and belief, at some point Bosco became affiliated with Preferred.

52. Until recently, Preferred was not a competitor of NUCAP.

53. Rather, Preferred was a manufacturing company in the medical and electrical fields, with some involvement in consumer goods.

54. Within the last year, Preferred has decided to expand its business model and attempt to enter the market for the manufacture and design of automotive parts, in competition with NUCAP.

55. Preferred's decision to compete with NUCAP, not so coincidentally in NUCAP's view, comes after or around the same time when Bosco first became affiliated with Preferred.

56. When Preferred first hired away two former NUCAP engineers and product development employees—Carl Dambrauskas and Tom Reynolds—NUCAP sent reminder letters to Preferred, Dambrauskas, and Reynolds in July 2012 informing them of their obligations to NUCAP, specifically with respect to the use or disclosure of NUCAP confidential, trade secret, or proprietary information.

57. While NUCAP had suspicions about Preferred's activities in the aftermath of Preferred's hiring of Dambrauskas and Reynolds, NUCAP did not rush to judgment (or to the courts, for that matter) concerning whether Preferred had actually misappropriated or was threatening to misappropriate NUCAP's trade secrets.

58. The true purpose of Preferred's actions, however, began to come to light in or around October 2013.

59. More specifically, on or about October 6-7, 2013, NUCAP learned that Bosco registered and attended the SAE Brake Colloquium – an annual industry gathering of automotive

and commercial vehicle brake application engineers, researchers and academics involved in all aspects of braking and brake systems – in Jacksonville, Florida. Bosco appeared at the Preferred booth at the convention, and, upon information and belief, was acting as a representative of Preferred.

60. As stated in greater detail below, Preferred and Bosco were displaying “new” products from Preferred that possessed striking similarities with current NUCAP products.

61. Bosco additionally attended meetings with the Preferred team at the Colloquium, during which Bosco, upon information and belief, discussed strategies for the sale, manufacture, design, and marketing of brake products and technologies on behalf of Preferred.

Preferred Products Nearly Identical to NUCAP’s Products Appear on the Market

62. Bosco’s activities at the SAE Brake Colloquium in October 2013 represented the first indication to NUCAP that Bosco and/or Preferred may be preparing to enter the market for designing, developing, manufacturing and/or marketing products competitive with those of NUCAP.

63. In or around Spring 2014, NUCAP learned that Preferred was targeting NUCAP customers with its brand new product line.

64. More specifically, NUCAP obtained a copy of a packet that Preferred sent to one of NUCAP’s customers pitching Preferred’s new product line. *See Exhibit “B”* attached (the name and identifying information of the customer is redacted because NUCAP considers its customer list and identifying information regarding the contact persons of its customers to be its trade secrets, and to protect the customer’s privacy interests).

65. The Preferred “pitch” was made by Carl Dambrauskas – the former Senior Design Engineer of Nucap US who left Nucap US on March 2, 2012, approximately one month after

Bosco left the company, and who (according to his signature block) is the “Director, Business Development” for “Preferred Automotive Components”. See Exhibit “B”.

66. The letter from Dambrauskas states:

You may not recognize the company name on the letterhead, but I hope it will become familiar quickly, Preferred Automotive Components, a subsidiary of Preferred Tool and Die, invites you to explore the engineering samples and brochures included in this packet.

Id.

67. In the letter, Dambrauskas touted his experience on behalf of Anstro Manufacturing (now Nucap US):

As you may know, I’ve spent nearly 12 years as a product engineer at Anstro Mfg where I was responsible for the launch of all new products, along with providing engineering support to the sales team. Today I have assumed the role of Director of Business Development for Preferred Automotive Components.

Id.

68. The letter from Preferred (under Dambrauskas’ signature) also hinted at information relating to NUCAP that Preferred offered to “share” with the customer:

We believe that Preferred Automotive Components can offer [CUSTOMER NAME REDACTED] products, service and a **mutually beneficial exchange of information** that you **may not be getting from your current suppliers**.

Id. (emphasis added).

69. Preferred further highlighted in the letter that its “product portfolio” included shims (for now) and could be expected to include caliper hardware as well, *i.e.*, the very products for which NUCAP is known:

We look forward to discussing ways that Preferred’s innovative approach to shim insulators can help [CUSTOMER NAME REDACTED]. As we progress, you can expect PAC to become a supplier of Caliper Hardware kits as well.

Id.

70. Attached to the letter was a product brochure, drawings, material data sheets and samples for shims being offered by Preferred.

71. An analysis of the Preferred product brochure, drawings, material data sheets and samples reveals striking similarities between the “new” Preferred products and current NUCAP products. (Because of these similarities, NUCAP is not attaching the materials attached to the letter to this Complaint so as not to waive any argument that NUCAP has unwittingly disclosed its own trade secret information encompassed within the Preferred materials.)

72. Upon information and belief, the shims that Preferred is offering for sale have been copied, derived from, and/or inspired by NUCAP’s design, development and manufacturing of its own brake shims.

73. Given the difficulty that any new competitor would have in being able to quickly “go to market” with competitive products based on the amount and degree of testing, trial and error and other “normal” steps in the design/development/manufacturing process for these highly technical components, and the fact that Preferred’s product offerings are strikingly similar to NUCAP’s own product offerings, NUCAP believes it is certain and asserts, upon information and belief, that Preferred has benefitted (without authorization) from the trade secret, confidential and proprietary information belonging to NUCAP in the design, development, manufacturing and marketing of Preferred’s brake shims.

74. NUCAP further asserts, upon information and belief, that Preferred’s highlighting of its apparently-soon-to-be-released caliber hardware reflects that Preferred has also benefitted (without authorization) from the trade secret, confidential and proprietary information belonging to NUCAP in the design, development, manufacturing and marketing of Preferred’s caliper hardware.

**COUNT I- THREATENED AND/OR ACTUAL MISAPPROPRIATION OF TRADE
SECRETS PURSUANT TO THE CONNECTICUT UNIFORM TRADE SECRETS ACT,
CONN. GEN. STAT. §§ 35-50 TO 35-58**

All Defendants

75. Plaintiffs incorporate the allegations of all previous paragraphs by reference.

76. Bosco acquired access to and knowledge of NUCAP's trade secrets by virtue of his senior role with Nucap US.

77. NUCAP's trade secrets are not available to the general public, could not originate with another party, were compiled at substantial expense to NUCAP, and derive independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons (including Preferred) who can obtain economic value from its disclosure or use.

78. NUCAP takes substantial and reasonable measures to protect the secrecy of its trade secrets.

79. By virtue of his senior role at NUCAP, Bosco had intimate knowledge of NUCAP's design, development, manufacturing and marketing of NUCAP's brake shims and caliper hardware. Based on Bosco's known affiliation with Preferred; the fact that Preferred was never a competitor of NUCAP; and the fact that Preferred is now suddenly marketing competitive shims and caliper hardware, NUCAP believes and avers, upon information and belief, that Defendants are using and/or are threatening to use the trade secret information of NUCAP in the design, development, manufacturing and marketing of competitive products, without NUCAP's express or implied consent.

80. Defendants' conduct has been willful and malicious and undertaken with reckless indifference to NUCAP's rights.

81. By virtue of Defendants' actual and/or threatened misappropriation of trade secrets, NUCAP is suffering and/or is at risk of suffering immediate and irreparable harm.

82. As a result of the foregoing conduct, NUCAP has suffered damages in an amount to be proven at trial.

COUNT II – BREACH OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

Defendant Bosco

83. Plaintiffs incorporate the allegations of all previous paragraphs by reference.

84. Defendant Bosco entered into a valid, binding and enforceable contract with Plaintiffs, the Confidentiality and Intellectual Property Agreement. *See* Exhibit "A".

85. The Confidentiality and Intellectual Property Agreement was supported by adequate consideration and Plaintiffs have satisfied all conditions precedent, if any.

86. Upon information and belief, Defendant Bosco breached the terms of the Confidentiality and Intellectual Property Agreement by, among other things, disclosing "Confidential Information" (as that term is defined in the Confidentiality and Intellectual Property Agreement) to Defendant Preferred without authorization.

87. By virtue of Defendant Bosco's breach, NUCAP is suffering and/or is at risk of suffering immediate and irreparable harm.

88. As a result of the foregoing conduct, NUCAP has suffered damages in an amount to be proven at trial.

Of Counsel

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(Pro Hac Vice pending)

Harry M. Byrne

(Pro Hac Vice pending)

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HMByrne@duanemorris.com

Attorneys for Plaintiffs

Exhibit A

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

As a condition of your employment, or continued employment, with Anstro Manufacturing, Inc., a wholly owned subsidiary of NUCAP Industries Inc. (the "Company") you agree as follows:

CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" means all information owned, possessed or controlled by the Company and/or its affiliates including, without limitation, all information related to developments, inventions, product designs, drawings and specifications, business concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, files and information relating to customer needs, howsoever received by you from, through or relating to the Company and/or its affiliates and in whatever form (whether oral, written, machine readable or otherwise), which pertains to the Company and/or its affiliates; provided, however, that the phrase "Confidential Information" shall not include information which:

- (a) was in the public domain prior to the date of receipt by you;
- (b) is properly within your legitimate possession prior to its disclosure hereunder, and without any obligation of confidence attaching thereto; or
- (c) becomes part of the public domain by publication or otherwise, not due to any unauthorized act or omission on your part.

You acknowledge that the Company has a legitimate and continuing proprietary interest in the protection of its Confidential Information. Consequently, you agree not to make any unauthorized use, publication, or disclosure, during or subsequent to employment by the Company, of any Confidential Information, generated or acquired by you during the course of employment with the Company, except to the extent that the disclosure of such Confidential Information is necessary to fulfill your responsibilities as an employee of the Company. Your obligations in respect of the Company's Confidential Information shall survive the termination of employment, for any reason. The use, publication or disclosure of the Confidential Information for any matter unrelated to your responsibilities as an employee may only be authorized by the global Executive Team.

Other than for internal purposes, you further covenant and agree not to copy, make notes of, draw, photocopy, take photographs, or in any other manner reproduce or cause reproductions to be made of any Confidential Information, including but not limited to plans, specifications, formula, instructions or any other documents relating to the manufacturing process, research and development or of any other aspect of the business of the Company.

You acknowledge that the Confidential Information is the sole property of the Company and you further recognize the value to the Company of the Confidential Information.

Nothing contained herein shall be construed as obliging the Company to disclose to you any Confidential Information related to the business.

INTELLECTUAL PROPERTY

For the purposes of this Agreement, "Developments" means any discovery, invention, design, improvement, concept, design, specification, creation, development, treatment, computer program, method, process, apparatus, specimen, formula, formulation, product, hardware or firmware, any drawing, report, memorandum, article, letter, notebook and any other work of authorship and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

- (a) Result or derive from your employment with the Company or from your knowledge or use of Confidential Information;
- (b) Are conceived or made by you (individually or in collaboration with others) in the course of your employment;
- (c) Result from or derive from the use or application of the resources of the Company; or
- (d) Relate to the business operations of actual or demonstrably anticipated research and development by the Company.

For the purposes of this Agreement, "Intellectual Property Rights" means all worldwide intellectual and industrial property rights in connection with the Developments including, without limitation:

- (a) Patents, inventions, discoveries and improvements;
- (b) Ideas, whether patentable or not;
- (c) Copyrights;
- (d) Trademarks;
- (e) Trade secrets;
- (f) Industrial and artistic designs; and
- (g) Proprietary, possessory and ownership rights and interests of all kinds whatsoever;

including, without limitation, the right to apply for registration or protection of any of the foregoing.

All rights, titles and interests in or to the Developments shall vest and are owned exclusively by the Company immediately on its creation and regardless of the stage of its completion. You irrevocably grant, transfer and assign to the Company all of your rights, title and interest, if any, in any and all Developments, including rights to translation and

reproductions in all forms or formats and all Intellectual Property Rights thereto, if any and you agree that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit.

At all times hereafter, you agree to promptly disclose to the Company all Developments, to execute separate written transfers or assignments to the Company at the Company's request, and to assist the Company in obtaining any Intellectual Property Rights in Canada, the United States and in any other countries, on any Developments granted, transferred or assigned to the Company that the Company, in its sole direction, seeks to register. You also agree to sign all documents, and do all things necessary to obtain such Intellectual Property Rights, to further assign them to the Company, and to reasonably protect the Company against infringement by other parties at the Company's expense with the Company's prior written approval.

You shall keep complete, accurate and authentic information and records on all Developments in the manner and form reasonably requested. Such information and records, and all copies thereof, shall be the property of the Company as to any Developments assigned to the Company. On request, you agree to promptly surrender such information and records. All these materials will be Confidential Information upon their creation.

You hereby irrevocably waive, in favour of the Company, its successors, assigns and nominees, all moral rights arising under any applicable copyright legislation as amended (or any successor legislation of similar effect) or similar legislation in any applicable jurisdiction, or at common law, to the full extent that such rights may be waived in each respective jurisdiction, that you may have now or in the future with respect to the Developments.

ADDITIONAL TERMS

The terms, obligations, and covenants of this Agreement shall be binding on you for the duration of your employment with the Company. You acknowledge that monetary damages alone will not adequately compensate the Company for breach of any of the covenants and agreements herein and, therefore, you agree that in the event of the breach or threatened breach of any such covenant or agreement, in addition to all other remedies available to the Company, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms hereof. Should such action become necessary to enforce the terms of this Agreement, you agree that the Company is entitled to recover from you the legal costs associated with this litigation.

If any provision of the Agreement shall be determined to be invalid or otherwise unenforceable by any court of competent jurisdiction, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

This Agreement constitutes the entire Agreement and understanding between the Company and you concerning the subject matter hereof. No modification, amendment,

termination, or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions.

This Agreement shall be binding upon you irrespective of the duration of your retention by the Company or the amount of your compensation. Your obligations under this Agreement shall survive the termination of your employment with the Company irrespective of the reason for such termination and shall not in any way be modified, altered, or otherwise affected by such termination.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned.

ANSTRO MANUFACTURING, INC.

Per: _____
Name:
Title:

Accepted and agreed as of the 2 day of Sept, 2011.

Eva E. Meyer
Witness

)
)
)
)
)
)
)
Robert R. Basco
Print Name: Robert R. Basco

Exhibit B

Carl Dambrauskas
30 Forest Parkway
Shelton, CT 06484
April 24, 2013



Dear [REDACTED]

You may not recognize the company name on the letterhead, but I hope it will become familiar quickly. Preferred Automotive Components, a subsidiary of Preferred Tool and Die, invites you to explore the engineering samples and brochures included in this packet.

As you may know, I've spent nearly 12 years as a product engineer at Anstro Mfg where I was responsible for the launch of all new products, along with providing engineering support to the sales team. Today I have assumed the role of Director of Business Development for Preferred Automotive Components.

We believe that Preferred Automotive Components can offer [REDACTED] products, service and a mutually beneficial exchange of information that you may not be getting from your current suppliers.

We look forward to discussing ways that Preferred's innovative approach to shim insulators can help [REDACTED]. As we progress, you can expect PAC to become a supplier of Caliper Hardware kits as well.

Please feel free to review the samples and brochure included in this packet. I look forward to hearing from you in the future. I have attached my card with my contact info.

Sincerely,

A handwritten signature in cursive script that reads "Carl Dambrauskas".

Carl Dambrauskas
Director, Business Development

Exhibit B
(Sealed)
Pending ruling on
Plaintiffs' Motion to Seal

Exhibit C
(Sealed)
Pending ruling on
Plaintiffs' Motion to Seal

Exhibit D
(Public)

DOCKET NO. UWY-CV-14-6026552-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., ET AL., Plaintiffs	:	J.D. WATERBURY
	:	
VS.	:	AT WATERBURY
	:	
PREFERRED TOOL AND DIE, INC., ET AL., Defendants.	:	JULY 20, 2015

**PLAINTIFFS NUCAP INDUSTRIES INC. AND NUCAP US INC.'S
ANSWERS TO DEFENDANT PREFERRED TOOL'S
FIRST SET OF INTERROGATORIES (1-22)**

Plaintiffs NUCAP Industries Inc. ("Nucap Industries") and Nucap US Inc., as successor to Anstro Manufacturing ("Nucap US") (collectively, "Plaintiffs" or "NUCAP"), by and through their undersigned counsel, submit their Answers to Defendant Preferred Tool and Die, Inc.'s ("Preferred Tool") First Set of Interrogatories (1-22) as follows.

GENERAL OBJECTIONS

1. Plaintiffs incorporate by reference their Objections to Preferred's First Set of Interrogatories, which Plaintiffs served on counsel and filed with the Court on June 19, 2015, as if fully set forth herein.

These answers and objections are based upon information now known. Plaintiffs reserve their right to amend, modify, or supplement the objections or answers stated therein.

ANSWERS TO INTERROGATORIES

1. Identify the person(s) most knowledgeable of the allegations found in the Complaint and the facts relevant to this Action, including without limitation the person(s) most knowledgeable about: (1) Nucap's alleged trade secrets; (2) measures taken by Nucap to maintain its alleged trade secret information's secrecy; (3) Nucap's use of its alleged trade secrets, including without limitation products incorporating trade secrets, and any agreements with customers, licensees, or any other third parties relating to Nucap's alleged trade secrets;

(4) Preferred products accused of incorporating or otherwise using Nucap's alleged trade secrets; and (5) Nucap's disclosure of alleged trade secrets to its employees, including without limitation the content of any confidentiality, non-compete, and non-disclosure agreements and Nucap's employee handbook (Code of Ethics and Business Conduct) sections relating to trade secrets.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer that the persons most knowledgeable of the allegations found in the Complaint and the fact relevant to this action are as follows: Ray Arbesman, Montu Khokhar, Bill Murray, John Diniz, David Weichenberg, Robert Bosco, Carl Dambrauskas, Thomas Reynolds, and employees and representatives of Preferred.

2. Specifically identify and describe, in detail, all information Nucap asserts constitutes a trade secret of Nucap that Preferred has allegedly misappropriated, and identify all documents incorporating or evidencing such trade secret(s).

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs identify the following trade secrets that Plaintiffs allege Preferred has misappropriated:

(1) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Nucap Industries Inc. Shim Part No. SM5525;

(2) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Anstro Manufacturing, Inc. Shim Part No. A-4588-CL;

(3) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Nucap Industries Inc. Shim Part No. SM10653;

(4) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Anstro Manufacturing, Inc. Shim Part No. A-4613-RRST;

(5) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Nucap Industries Inc. Shim Part Nos. SM10908 and SM11211;

(6) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Anstro Manufacturing, Inc. Shim Part No. A-5108-CLVT;

(7) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Nucap Industries Inc. Shim Part No. SM10905;

(8) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Anstro Manufacturing, Inc. Shim Part No. A-4621-RRST;

(9) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Nucap Industries Inc. Shim Part No. SM11273;

(10) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Anstro Manufacturing, Inc. Shim Part No. A-5140-CLVT;

(11) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Nucap Industries Inc. Shim Part No. SM9264;

(12) Product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing associated with Anstro Manufacturing, Inc. Shim Part No. A-4264-CL;

(13) The designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs and pricing associated with Plaintiffs' tooling, including, but not limited to, the tooling used with respect to the parts identified at #1-12 herein;

(14) Plaintiffs' customer list, including, but not limited to, the identity of Plaintiffs' customers, those customers' individual preferences, buying histories, volume considerations, discount terms, the identities of the key contacts at those customers, organizational structure, purchasing managers, political sensitivities, and other organizational considerations, the revenue levels and profitability considerations associated with each customer, special cost, delivery, and service considerations associated with those customers, the customers' business cycles, schedules, buying patterns, and purchasing considerations, the customers' different location considerations, usages, volume, production levels, and requirements, credit and payment terms, payment schedules, financing terms, and past credit histories, customer complaints, concerns, and the strengths and weaknesses of Plaintiffs' performance and standing with customers, the reasons therefore, and proposed strategies to take advantage of the strengths, resolve the weaknesses, and a host of other customer characteristics and variables facilitating the sales process;

(15) Plaintiffs' supplier list, including, but not limited to, the identity of Plaintiffs' suppliers, Plaintiffs' buying histories with those suppliers, volume, cost, delivery and service considerations, discount terms, and the identities of the key contacts at those suppliers; and

(16) Plaintiffs' business and marketing strategies.

With regard to the portion of this Interrogatory asking that Plaintiffs "identify all documents incorporating or evidencing such trade secret(s)," Plaintiffs respond that it would be impractical to identify all such documents because elements of the trade secrets described above are found in numerous documents consisting of everything from production documents to customer-specific documents.

3. Specifically identify and provide all known contact information for each individual, including employees of Nucap and third parties, or entity that has at any time accessed or received the information, or any portion thereof, allegedly constituting trade secret(s) that Nucap accuses Preferred of misappropriating, and describe in detail the circumstances upon which such information was accessed or received.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer that certain employees have had access to certain categories of the trade secrets identified in the answer to Interrogatory #2. From time to time certain of Plaintiffs' business partners have had access to certain categories of the trade secrets identified in the answer to Interrogatory #2, under circumstances where those business partners were obligated not to disclose the trade secrets to which they were given access. For purposes of this case, the relevant individuals who had access to the trade secrets identified above are: Robert Bosco; Carl Dambrauskas; and Thomas Reynolds. Mr. Bosco may be contacted through his counsel in this case; Plaintiffs do not have up-to-date contact information for Mr. Dambrauskas or Mr. Reynolds.

4. Specifically identify and describe, in detail, all measures Nucap takes to maintain the confidentiality of its alleged trade secrets, including without limitation all measures taken to restrict access to or maintain the confidentiality of any alleged trade secrets with employees of Nucap and any third parties including suppliers to and customers of Nucap.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015.

Subject to, and without waiving, all previously stated objections, Plaintiffs answer as follows: Plaintiffs and their affiliates require certain employees (depending on the degree to

which those employees have access to Plaintiff's trade secret, confidential and proprietary information) to execute Confidentiality and Intellectual Property Agreements. These Agreements provide, among other things, that the employees will not use, disclose, copy or reproduce any information owned, possessed or controlled by Plaintiffs and/or their affiliates, including but not limited to all information related to developments, inventions, product designs, drawings and specifications, business concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, and files and information relating to customer needs.

Plaintiffs also require all employees, from the CEO of the company on down, to agree to and abide by Nucap Industries Inc.'s Code of Ethics and Business Conduct ("Code of Ethics"), which requires as a condition of employment, among other things, that employees may not disclose confidential corporate information to anyone outside of the company. The Code of Ethics further states that, even within the company, confidential corporate information should be discussed only with those who have a need to know the information, and that each employee's obligation to safeguard confidential corporate information continues even after the employee leaves the company. All company employees have an absolute obligation to comply with the Code of Ethics as a condition of employment.

In addition to securing the agreements of their employees to abide by Confidentiality and Intellectual Property Agreements and its Code of Ethics, Plaintiffs also require certain employees, depending on their level of access to Plaintiffs' trade secret, confidential and proprietary information to execute additional agreements (employment and/or non-competition agreements) providing that those employees will keep all such information in strict confidence and, both during and upon leaving the employ of Plaintiffs, providing that they will not disclose any such information to any third party.

Plaintiffs also take a number of other steps to prevent its trade secret and other proprietary information from being disclosed. For example, Plaintiffs limit access to their proprietary databases and information relating to their developments, inventions, product designs, drawings and specifications, business concepts, hardware, design enhancements, process know-how, strategic planning information, pricing, cost and margin information, financial records or information, marketing information, names of or lists of customers and suppliers, and/or files and information relating to customer needs to a certain subset of employees and, even within that subset, employees are only provided with access to the portions of the databases and information that they need to perform their job duties.

Plaintiffs also take many other measures to protect their trade secrets and other proprietary information, including but not limited to password protecting its computers, limiting access to electronic data on a "need to know" basis (*i.e.*, only engineers and persons with appropriate and necessary clearance have access to engineering files), limiting remote access to data, maintaining security at its facilities, marking certain documents and data as "confidential" or with similar markings, and cultivating a culture where trade secrets and proprietary information belonging to the company is viewed as one of the Plaintiffs' most significant assets, and the protection of the company's trade secrets and proprietary information is an organizational imperative.

5. Specifically identify and describe, in detail, all use Nucap makes of its alleged trade secrets, including without limitation all products featuring trade secrets, all marketing and advertising of product features containing trade secrets, and any responses to requests for proposal or other third party inquiries discussing or relating to trade secrets or products featuring trade secrets.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer that although they are unsure of precisely what is meant by the phrase “all use Nucap makes of its alleged trade secrets,” the trade secrets at issue in this case are embodied in, among other things, the products identified in categories #1-12 of Plaintiffs’ Answer to Interrogatory #2; the tooling used to make the products identified in categories #1-12 of Plaintiffs’ Answer to Interrogatory #2; the customers to whom Plaintiffs sell and/or offer to sell the products identified in categories #1-12 of Plaintiffs’ Answer to Interrogatory #2; the suppliers from whom Plaintiffs purchase the materials used to make the products identified in categories #1-12 of Plaintiffs’ Answer to Interrogatory #2; and Plaintiffs’ business and marketing strategies relating to its sale of the products identified in categories #1-12 of Plaintiffs’ Answer to Interrogatory #2.

6. Specifically identify all products manufactured or offered for sale by Preferred that Nucap alleges incorporate, use, or were designed using Nucap’s trade secrets, and describe, in detail, any other action Preferred has taken that Nucap alleges constitutes a misappropriation of Nucap’s trade secrets.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs allege as follows:

(1) Preferred Part No. 10020.01 incorporates, uses and/or was designed using the trade secret information described at categories (1) and (2) of Plaintiffs’ answer to Interrogatory #2;

(2) Preferred Part No. 20002.02 incorporates, uses and/or was designed using the trade secret information described at categories (3) and (4) of Plaintiffs’ answer to Interrogatory #2;

(3) Preferred Part No. 20017.02 incorporates, uses and/or was designed using the trade secret information described at categories (5) and (6) of Plaintiffs' answer to Interrogatory #2;

(4) Preferred Part No. 20003.02 incorporates, uses and/or was designed using the trade secret information described at categories (7) and (8) of Plaintiffs' answer to Interrogatory #2;

(5) Preferred Part No. 20018.02 incorporates, uses and/or was designed using the trade secret information described at categories (9) and (10) of Plaintiffs' answer to Interrogatory #2;

(6) Preferred Part No. 10009.01 incorporates, uses and/or was designed using the trade secret information described at categories (11) and (12) of Plaintiffs' answer to Interrogatory #2; and

(7) Upon information and belief, the tooling used by Preferred to make the parts identified above, as well as other shims and caliper hardware, incorporate, use and/or was designed using the trade secret information described at category (13) of Plaintiffs' answer to Interrogatory #2.

Plaintiffs are not presently aware of any other products manufactured or offered for sale by Preferred that incorporate, use, or were designed using Plaintiffs' trade secrets.

In addition to the products set forth above, Plaintiffs allege that Preferred has targeted Plaintiffs' customers using the trade secret information described at categories (14) and (16) of Plaintiffs' answer to Interrogatory #2.

In addition, Plaintiffs allege that Preferred has approached and/or done business with Plaintiffs' suppliers using the trade secret information described at category (15) of Plaintiffs' answer to Interrogatory #2.

7. Specifically identify any product listed in Preferred's production documents PREFERRED0000005-75, produced on March 25, 2015, that Nucap alleges incorporate, use, or were designed using Nucap's trade secrets and describe, in detail, the features of those products identified that misappropriate Nucap's trade secrets in any way.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their answer to Interrogatory No. 6.

8. For each of the following products identified in your Request for Production No. 7, specifically identify any similar Nucap product and describe, in detail, the features that the comparable parts have in common:

- a) Part # 20022.01
- b) Part # 20224.01
- c) Part # 10041.01
- d) Part # 20023.01
- e) Part # 10040.01
- f) Part # 10020.01
- g) Part # 20002.02
- h) Part # 20017.02
- i) Part # 20003.02
- j) Part # 20018.02
- k) Part # 10009.01

To the extent that Nucap contends that any of these products features misappropriated trade secrets, specifically identify and describe, in detail, each portion of the particular product that was misappropriated and identify the source of the information Nucap alleges was misappropriated.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their answer to Interrogatory No. 6. Plaintiffs further answer that all features of the product designs, engineering and material specifications, drawings, methods, techniques, processes, manufacturing costs, production rates and pricing with respect to the Preferred Parts identified therein utilize the trade secrets belonging to Plaintiffs for the corresponding products that Plaintiffs have identified.

9. Specifically identify and describe, in detail, the facilities where any Nucap product featuring its alleged trade secrets is designed, developed, manufactured, packaged, or stored and identify all persons with access to such facilities.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer as follows: (a) 3370 Pharmacy Avenue, Toronto, Ontario, Canada M1W 3K4; and (b) 238 Wolcott Road, Wolcott, Connecticut. Current employees of Plaintiffs have access to those facilities.

10. Specifically identify and describe, in detail, all aspects of Nucap's brake component products, including "shims" and "caliper hardware" as discussed in your Complaint, that constitute proprietary, confidential, and trade secret information that you accuse Preferred of misappropriating in this case.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their Answer to Interrogatory No. 2.

11. Specifically identify and describe, in detail, all facts and evidence supporting Nucap's contention that "Preferred has used Plaintiffs' trade secret information in the course of establishing a competing business for the sale of brake component parts" and identify each person with knowledge of such evidence.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their Answer to Interrogatory No. 6. In addition, the evidence that supports Plaintiffs' contentions consists of the following:

(1) The science behind designing, developing, and manufacturing optimally-performing brake shims is highly technical, involves significant trial and error over the course of many years, and requires special equipment for testing which is not generally known by those outside of this very narrow industry. Put simply, a company (even one connected to the automotive industry) could not just one day decide to enter the market for the design, development and manufacturing of brake shims and thereafter, within a few months, have an optimally-performing product(s) ready to market;

(2) Similarly, the science behind developing caliper hardware – the hardware associated with calipers, which allows the brake pads to slide effectively within the caliper in

order to press against the rotor to slow or stop the vehicle – also is highly technical, involves significant trial and error over the course of many years, and requires special equipment for testing which is not generally known by those outside of this very narrow industry. As with brake shims, a recent entrant into the market for the design, development and marketing of caliper hardware would not be in a position to quickly “go to market” with a competitive and optimally-performing product(s);

(3) Preferred had not historically been a competitor of NUCAP in the market for shims, caliper hardware, and similar brake component parts;

(4) At some point in 2012 , Preferred hired two former employees who had worked for Plaintiff Nucap US, Inc.: Carl Dambrauskas and Tom Reynolds;

(5) At some point in or after 2012, Preferred became affiliated in some manner with Robert Bosco;

(6) Bosco, Dambrauskas and Reynolds, collectively, had access to all of the trade secrets identified in Plaintiffs’ Answer to Interrogatory No. 2;

(7) Shortly thereafter, and as detailed in the Complaint in this matter, Preferred entered the marketplace for shims, caliper hardware and other competitive products; and

(8) As detailed in Plaintiffs’ Answer to Interrogatory No. 6, multiple Part numbers that Preferred is offering utilize the trade secrets belonging to Plaintiffs, and Preferred has approached and/or done business with Plaintiffs’ customers and suppliers utilizing those trade secrets.

Persons with knowledge of the allegations referenced in this Interrogatory include Ray Arbesman, Montu Khokhar, John Diniz, David Weichenberg, Robert Bosco, Carl Dambrauskas, Tom Reynolds, and other employees of Preferred.

12. Specifically identify and describe, in detail, the time, effort, and resources Nucap has invested in the development of its proprietary, confidential, and trade secret information and how the information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their Answer to Interrogatory No. 4.

13. Specifically identify and describe, in detail, all factual and evidentiary basis for Nucap's contention that "a recent entrant into the market for the design, development and marketing of [shims and] caliper hardware would not be in a position to quickly 'go to market' with a competitive and optimally-performing product(s)."

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, the factual and evidentiary basis for this contention is the collective experience of those at Plaintiffs who have devoted their professional lives to the design, engineering and manufacturing of the products involved in this case, and who are therefore aware and can testify regarding the immense challenges facing any new market entrant based on the time, effort, and investment required to design, engineer, manufacture and sell these products.

14. Specifically describe, in detail, how Nucap's brake shims and caliper hardware "differentiate NUCAP from its competitors" as stated to in the Complaint, and specifically identify and describe the "formulas, processes, materials, standard operating procedures, and methods used by Plaintiffs in the design, development, manufacturing and marketing of its shims and caliper hardware" that allegedly constitute trade secrets as stated in the Complaint.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer that their brake shims and caliper hardware are the result of the collective experience described in the answer to Interrogatory No. 13, above, and that this is what differentiates NUCAP from its competitors. The formulas, processes, materials, standard operating procedures, and methods used by Plaintiffs in the design, development, manufacturing and marketing of its shims and caliper hardware involve everything that goes into Plaintiffs' products and, therefore, as a practical matter Plaintiffs are not able to be any more specific.

15. Specifically describe, in detail, how Nucap "cultivat[es] a culture where trade secrets and proprietary information belonging to the company is viewed as one of the NUCAP's most significant assets, and the protection of the company's trade secrets and proprietary information is an organizational imperative" as stated to in the Complaint.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer as follows: The trade secrets and proprietary information developed by and belonging to Plaintiffs represents Plaintiffs' greatest asset. Therefore, from the CEO of

the company on down, the culture at NUCAP is to protect those trade secrets and proprietary information from unauthorized use and disclosure, including but not limited to in all of the ways described in the answer to Interrogatory No. 4.

16. Specifically identify the Preferred products, displayed at the 2013 SAE Brake Colloquium in Jacksonville, Florida, “that possessed striking similarities with current NUCAP products” and describe, in detail, the similarities you observed.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs did not catalog the part numbers that were offered by Preferred at the SAE Brake Colloquium, but upon information and belief those parts included some or all of the parts identified in the answer to Interrogatory No. 6.

17. Specifically identify and describe, in detail, all facts and evidence supporting Nucap’s contention in the Complaint that “the shims that Preferred is offering for sale have been copied, derived from, and/or inspired by NUCAP’s design, development and manufacturing of its own shims,” including but not limited to Nucap’s assertion that each’s “product offerings are strikingly similar,” and identify each person with knowledge of such evidence.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their answers to Interrogatories No. 1, 2 and 6.

18. Specifically identify and describe, in detail, all facts and evidence supporting Nucap’s contention in the Complaint that “NUCAP’s trade secrets are not available to the general public, could not originate with another party, were compiled at substantial expense to NUCAP, and derive independent economic value from not be generally known to, and not being readily ascertainable by proper means by, other persons (including Preferred) who can obtain economic value from its disclosure or use” and identify each person with knowledge of such evidence.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their answer to Interrogatories No. 1 and 4.

19. Specifically identify and describe, in detail, all facts and evidence supporting Nucap's contention in the Complaint that "[a]n analysis of the Preferred product brochure, drawings, material data sheets and samples reveals striking similarities between the 'new' Preferred products and current NUCAP products" and identify each person with knowledge of such evidence.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their answers to Interrogatories No. 1 and 6.

20. Specifically identify and describe, in detail, all facts and evidence supporting Nucap's contention in the Complaint that "the shims that Preferred is offering for sale have been copied, derived from, and/or inspired by NUCAP's design, development and manufacturing of its own brake shims" and identify each person with knowledge of such evidence.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs incorporate their answers to Interrogatories No. 1 and 6.

21. Specifically identify and describe, in detail, all facts and evidence supporting Nucap's contention in the Complaint that "Defendant's conduct has been willful and malicious and undertaken with reckless indifference to NUCAP's rights."

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs answer that Preferred, through its employees and/or representatives, including but not limited to Dambrauskas, Reynolds and Bosco, used without Plaintiffs' authorization the trade secrets belonging to Plaintiffs, as described in Plaintiffs' answer to Interrogatory No. 2, in the ways described in Plaintiffs' answer to Interrogatory No. 6. Such use, on behalf of a new market entrant competing with Plaintiffs, was malicious and willful and undertaken with reckless indifference to Plaintiffs' rights in that all involved knew or had reason to know that the trade secrets had been misappropriated from Plaintiffs, and used those trade secrets anyway in order to directly compete with Plaintiffs.

22. Specifically identify and describe, in detail, all bases and calculations of and evidence supporting Nucap's claim for damages against Preferred, including but not limited to projected or actual monthly sales by Nucap, from January 1, 2010 to the present, of all Nucap products featuring Nucap's alleged trade secrets.

ANSWER: Plaintiffs incorporate their prior Objections to this Interrogatory, as served and filed with the Court on June 19, 2015. Subject to, and without waiving, all previously stated objections, Plaintiffs have not yet calculated their damages, as doing so will require information from Defendants in this lawsuit that Plaintiffs have not been provided at this time. Plaintiffs will supplement this answer once the necessary information is provided by Defendants.

PLAINTIFFS,
NUCAP INDUSTRIES, INC. and NUCAP
US, INC.

By /s/Nicole H. Najam

Stephen W. Aronson
Email: saronson@rc.com
Nicole H. Najam
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Telephone: 215.979.1000
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LHPockers@duanemorris.com
HMByrne@duanemorris.com

Attorneys for Plaintiff

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 20th day of July, 2015 to all counsel and self-represented parties of record, as follows:

Stephen J. Curley, Esq.
Brody Wilkinson, P.C.
2507 Post Road
Southport, CT 06890
scurley@earthlink.net

David A. DeBassio, Esq.
Hinckley Allen & Snyder LLP
20 Church Street
Hartford, CT 06103
ddebassio@haslaw.com

Gene S. Winter, Esq.
St. Onge Steward Johnston & Reens
986 Bedford Street
Stamford, CT 06906
gwinter@ssjr.com

/s/Nicole H. Najam
Nicole H. Najam

Exhibit E
(Public)

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.)	JUNE 24, 2016

**DEFENDANTS PREFERRED TOOL AND DIE, INC., AND PREFERRED
AUTOMOTIVE COMPONENTS' RESPONSES AND OBJECTIONS TO PLAINTIFFS'
SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

Pursuant to Practice Book § 13-10, Defendants Preferred Tool and Die, Inc, and Preferred Automotive Components (a d/b/a of Preferred Tool and Die, Inc.) (collectively "Preferred" or "Defendant"), by and through their attorneys, hereby respond and object to Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap" or "Plaintiffs") Third Set of Requests for Production of Documents, dated May 25, 2016.

DOCUMENT REQUESTS

REQUEST NO. 1:

All documents concerning the design hours and/or engineering hours to design all Tooling for all brake shims manufactured by Preferred from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 1:

Defendant objects to this request as over broad and unduly burdensome. Defendant also objects to this request as seeking information not relevant to any claim or defense of any party and not reasonably calculated to lead to discovery of admissible evidence.

Subject to these objections, Defendant states, after a reasonable search, no documents responsive to this request were found.

REQUEST NO. 2:

All documents reflecting prints of Tooling designs, including assembly prints, for any brake shims manufactured by Preferred from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 2:

Defendant objects to this request as overly broad and unduly burdensome. Defendant also objects to this request to the extent that any answer will likely contain highly confidential information which is proprietary to Defendant. Defendant also objects to this request as seeking information not relevant to any claim or defense of any party and not reasonably calculated to lead to discovery of admissible evidence. In particular, after Defendant demanded specificity as to Plaintiffs' allegations of what Defendant allegedly misappropriated from Plaintiffs, Plaintiffs identified physical features pertaining to the design of thirteen commercially available Nucap and/or Anstro shims. Plaintiffs have not specifically alleged that any tooling designs were misappropriated from Plaintiffs, nor has any evidence come forth since this case was filed in July 2014 to support such an allegation being made in good faith or to warrant a burdensome collection and voluminous production by Defendant.

REQUEST NO. 3:

All material specifications submitted, maintained, or generated by Preferred in connection with any brake shims manufactured by Preferred from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 3:

Defendant objects to this request as over broad and unduly burdensome. Defendant also objects to this request as duplicative of request no. 8 in Plaintiffs' First Set of Requests.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search.

REQUEST NO. 4:

All documents reflecting the purchase by Preferred of brake sets used as samples for the manufacture of brake shim prototypes manufactured by Preferred from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 4:

Defendant objects to this request as over broad and unduly burdensome.

Subject to these objections, Defendant will produce and/or make available for inspection responsive documents, if any, that can be located after a reasonable search.

REQUEST NO. 5:

All communications between Reynolds and any owner, principal, employee, representative or agent of Preferred, concerning the design of any Tooling for all brake shims manufactured by Preferred from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 5:

Defendant objects to this request as overly broad and unduly burdensome. Defendant also objects to this request to the extent that any answer will likely contain highly confidential information which is proprietary to Defendant. Defendant also objects to this request as seeking information not relevant to any claim or defense of any party and not reasonably calculated to

lead to discovery of admissible evidence. In particular, after Defendant demanded specificity as to Plaintiffs' allegations of what Defendant allegedly misappropriated from Plaintiffs, Plaintiffs identified physical features pertaining to the design of thirteen commercially available Nucap and/or Anstro shims. Plaintiffs have not specifically alleged that any tooling designs were misappropriated from Plaintiffs, nor has any evidence come forth since this case was filed in July 2014 to support such an allegation being made in good faith or to warrant a burdensome collection and voluminous production by Defendant.

REQUEST NO. 6:

All communications between Preferred and Stop Quiet, LLC, including Robert Bosco or any representatives of Stop Quiet LLC, concerning payments made by Preferred to Stop Quiet, LLC from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 6:

Defendant objects to this request as over broad and unduly burdensome. Defendant also objects to this request as duplicative of request no. 19 in Plaintiffs' First Set of Requests. Defendant also objects to this request as seeking information not relevant to any claim or defense of any party and not reasonably calculated to lead to discovery of admissible evidence.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search.

REQUEST NO. 7:

All communications between Preferred and any entity owned, operated by or affiliated with Robert Bosco concerning payments made by Preferred to any such entity from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 7:

Defendant objects to this request as over broad and unduly burdensome. Defendant also objects to this request as duplicative of request no. 19 in Plaintiffs' First Set of Requests and request no. 6 above. Defendant also objects to this request as seeking information not relevant to any claim or defense of any party and not reasonably calculated to lead to discovery of admissible evidence.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search.

REQUEST NO. 8:

All communications between Preferred and the entities or persons identified in Preferred's Supplemental Answer to Plaintiff's Interrogatory No. 4 concerning brake shim prototypes from January 1, 2013 to the present.

RESPONSE TO REQUEST NO. 8:

Defendant objects to this request as over broad and unduly burdensome. Defendant also objects to this request as duplicative of request no. 11 in Plaintiffs' First Set of Requests. Defendant also objects to this request as seeking information not relevant to any claim or defense of any party and not reasonably calculated to lead to discovery of admissible evidence.

Subject to these objections, Defendant will produce and/or make available for inspection responsive documents, if any, that can be located after a reasonable search.

June 24, 2016
Dated

/s/Benjamin J. Lehberger/425026

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Benjamin J. Lehberger
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scurley@brodywilk.com

*ATTORNEYS FOR PREFERRED TOOL AND DIE, INC.
AND PREFERRED AUTOMOTIVE*

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing DEFENDANTS PREFERRED TOOL AND DIE, INC., AND PREFERRED AUTOMOTIVE COMPONENTS' RESPONSES AND OBJECTIONS TO PLAINTIFFS' THIRD SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS was or will immediately be mailed or delivered electronically or non-electronically on June 24, 2016 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served:

Stephen W. Aronson
Email: saronson@rc.com
Nicole H. Najam
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ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103

Lawrence H. Pockers
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Harry M. Byrne
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DUANE MORRIS LLP
30 South 17th Street
Philadelphia, PA 19103

June 24, 2016
Date

/s/ Obakeng O. Phiri

Exhibit F
(Public)

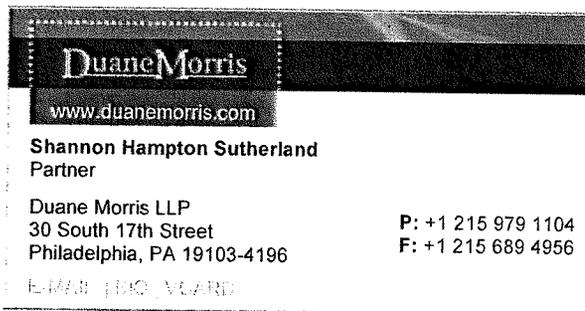
Byrne, Harry M.

From: Sutherland, Shannon Hampton
Sent: Monday, August 08, 2016 5:09 PM
To: Lehberger, Benjamin J.
Cc: Byrne, Harry M.; Pockers, Lawrence H.
Subject: RE: NuCap Industries, Inc. and NuCap US Inc. v. Preferred Tool And Die, Inc., Preferred Automotive Components and Robert A. Bosco, Jr. SSJR File 06749-L0001A

Ben –

During our call last week, you suggested that your client may be amenable to providing the tooling information/documents with respect to the six part numbers identified in NuCap's original discovery responses (as opposed to the tooling information for all shims manufactured by Preferred), provided that the disclosure was mutual. We've circled back with our client, as I know that you have also done. Although we are willing to agree to a mutual exchange, we cannot agree to the limitation you suggested. Instead, we will agree to mutual exchange tooling information/documents (under the Attorneys' Eyes Only designation) for the NuCap/Anstro part numbers that correspond to all of the part numbers manufactured by Preferred (not just the six referenced above). Please confirm that your client will do so and we can discuss a date for the mutual exchange.

Thank you.
Shannon



From: Sutherland, Shannon Hampton
Sent: Thursday, August 04, 2016 5:02 PM
To: 'Lehberger, Benjamin J.'
Cc: Byrne, Harry M.
Subject: RE: NuCap Industries, Inc. and NuCap US Inc. v. Preferred Tool And Die, Inc., Preferred Automotive Components and Robert A. Bosco, Jr. SSJR File 06749-L0001A

Benjamin,

I am still working with my client and will let you know when we're ready to discuss again.

Thanks.

From: Lehberger, Benjamin J. [<mailto:blehberger@ssjr.com>]
Sent: Thursday, August 04, 2016 10:57 AM
To: Sutherland, Shannon Hampton
Cc: Byrne, Harry M.
Subject: RE: Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc., Preferred Automotive Components and Robert A. Bosco, Jr. SSJR File 06749-L0001A

Shannon,
I'm out of the office today and tomorrow but could be available for a call later this afternoon. Let me know when you have talked to your client and are ready to discuss.

Benjamin Lehberger
Partner

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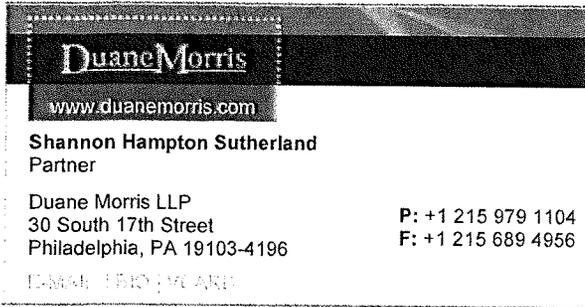
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From: Sutherland, Shannon Hampton [<mailto:SHSutherland@duanemorris.com>]
Sent: Wednesday, August 03, 2016 10:15 AM
To: Lehberger, Benjamin J. <blehberger@ssjr.com>
Cc: Byrne, Harry M. <HMBByrne@duanemorris.com>
Subject: FW: Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc., Preferred Automotive Components and Robert A. Bosco, Jr. SSJR File 06749-L0001A

Ben –

As a follow up to our discussion yesterday, we won't be able to speak to our client today, but we expect to do so tomorrow. Let's both plan to circle back around mid-day tomorrow on our clients' updated positions regarding the tooling proposal we discussed.

Best regards,
Shannon



From: Byrne, Harry M.
Sent: Friday, July 29, 2016 3:42 PM
To: 'SSJR Litigation'
Cc: Pockers, Lawrence H.; saronson@RC.com; wbritt@brodywilk.com; scurley@brodywilk.com; ddebassio@hinckleyallen.com; Winter, Gene S.; Lehberger, Benjamin J.; Zimowski, Stephen S.
Subject: RE: Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc., Preferred Automotive Components and Robert A. Bosco, Jr. SSJR File 06749-L0001A

Ben,

Thanks your letter. We disagree with the points in your letter, but would like to meet and confer with you on Monday during one of these times: before 9:45am, between 11am and 1pm, or after 1:45pm. Please let us know what time works for you. Thanks.

Harry

Harry M. Byrne
Associate

Duane Morris LLP
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P: +1 215 979 1136
F: +1 215 689 4925

HMByrne@duanemorris.com
www.duanemorris.com

From: SSJR Litigation [<mailto:litigation@ssjr.com>]
Sent: Thursday, July 28, 2016 2:05 PM
To: Byrne, Harry M.
Cc: Pockers, Lawrence H.; saronson@RC.com; wbritt@brodywilk.com; scurley@brodywilk.com; ddebassio@hinckleyallen.com; Winter, Gene S.; Lehberger, Benjamin J.; Zimowski, Stephen S.; SSJR Litigation
Subject: Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc., Preferred Automotive Components and Robert A. Bosco, Jr. SSJR File 06749-L0001A

Please see the attached correspondence sent on behalf of Ben Lehberger. Thank you.

Sincerely,

SSJR Litigation

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Exhibit G

(Public)

Byrne, Harry M.

From: Lehberger, Benjamin J. <blehberger@ssjr.com>
Sent: Monday, August 15, 2016 5:28 PM
To: Sutherland, Shannon Hampton
Cc: Byrne, Harry M.; SSJR Litigation; Winter, Gene S.
Subject: RE: NuCap/Preferred

Shannon,

We are disappointed that NuCap has reverted back to demanding all of Preferred's tooling drawings after the tentative agreement we discussed last week to exchange tooling drawings for the six accused parts. For the reasons already discussed, Preferred cannot agree.

Benjamin Lehberger

Partner

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From: Sutherland, Shannon Hampton [<mailto:SHSutherland@duanemorris.com>]
Sent: Monday, August 15, 2016 11:39 AM
To: Lehberger, Benjamin J. <blehberger@ssjr.com>
Cc: Byrne, Harry M. <HMBByrne@duanemorris.com>
Subject: NuCap/Preferred

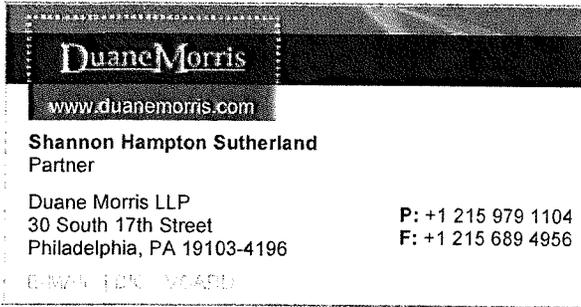
Ben –

I thought that this email had already gone out last week, but I don't see it in my sent mail. I apologize if it didn't go out earlier. If it did, I apologize for the duplication.

During our last call, you suggested that your client may be amenable to providing the tooling information/documents with respect to the six part numbers identified in NuCap's original discovery responses (as opposed to the tooling information for all shims manufactured by Preferred), provided that the disclosure was mutual. We've circled back with our client, as I know that you also did. Although we are willing to agree to a mutual exchange, we cannot agree to the limitation you suggested. Instead, we will agree to exchange tooling information/documents (under the Attorneys' Eyes Only designation) for the NuCap/Anstro part numbers that correspond to all of the part numbers manufactured by Preferred (not just the six referenced above). Please confirm that your client will do so and we can discuss a date for the mutual exchange.

Thank you.

Shannon



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Exhibit H
(Sealed)
Pending ruling on
Plaintiffs' Motion to Seal

Exhibit I

(Public)

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,

Plaintiffs,

v.

PREFERRED TOOL AND DIE, INC., et al.,

Defendants.

) SUPERIOR COURT
)
) J.D. OF WATERBURY
)
) AT WATERBURY
)
)
)
) AUGUST 4, 2015

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (“Preferred”), Defendant Robert A. Bosco, Jr. (“Bosco”), and Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.’s (“Nucap”) hereby move for entry of the Stipulated Protective Order filed herewith this date.

PLAINTIFFS,
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS,
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

/s/Nicole H. Najam

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DEFENDANT ROBERT BOSCO, Jr.

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Juris No. 428858

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	AT WATERBURY
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.)	AUGUST 4, 2015

STIPULATED PROTECTIVE ORDER

Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap"), Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (collectively "Preferred"), and Defendant Robert Bosco, Jr. ("Bosco"), hereby request, pursuant to Connecticut Practice Book § 13-5, that the following Protective Order be entered by the Court.

1. This Protective Order shall govern any designated information produced between and by Nucap, Preferred, and Bosco in this action, including all designated deposition testimony, documents and discovery materials; all such information, documents, portion of any documents and other material may be referred to as "Designated Material" under this Order.

2. Counsel for any party shall have the right to designate as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY and, therefore, subject to this Protective Order, any information, document or portion of any document that the designating party reasonably and in good faith believes contains, reflects or reveals trade secrets or other confidential research, development, marketing, strategic, financial or other confidential commercial or personal information the disclosure of which would tend to cause harm to the designating party's legitimate business or privacy interests of the designating party or employees thereof, or other information required by law or agreement to be kept confidential.

3. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL- ATTORNEYS' EYES ONLY, prior to its production. Designated Material not reduced to documentary form shall be designated

by the producing party in a reasonably equivalent way. If inadvertently produced without such legend, the producing party shall furnish written notice to the receiving party that the information or document shall be CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY under this Protective Order.

4. Deposition transcripts, or portions thereof, may be designated as subject to this Protective Order either: (a) during the deposition; or (b) by written notice to the reporter and all counsel of record, within thirty (30) days after the deposition transcript is received by the designating party. For testimony designated CONFIDENTIAL or CONFIDENTIAL- ATTORNEYS' EYES ONLY, the designating party shall have the right to exclude from a deposition before the taking of the designated testimony all persons not authorized to receive such information under this Protective Order.

5. Each party and all persons bound by the terms of this Protective Order shall use any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL- ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, solely for the purpose of prosecution or defense of this action, and for no other purpose or action. The attorneys of record for the parties shall exercise reasonable care to insure that any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, are (a) used only for the purposes specified herein; and (b) disclosed only to authorized persons.

6. Documents or information designated as CONFIDENTIAL, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may be disclosed only to:

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;

with Paragraph 10 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

8. Documents or information designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY may also be shown to (a) a witness during the examination of such witness at an examination, deposition, hearing or trial, or in preparation for the same, provided that (1) the witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular witness in advance and such witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A; or (b) any individual who counsel believe(s) in good faith is a potential witness provided that (1) the potential witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular potential witness in advance and such potential witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A. Immediately following the examination, deposition, hearing or trial, or preparation for the same, such witness or potential witness must return all confidential documents and copies thereof to the producing party.

9. Unless otherwise ordered by the Court or otherwise agreed to in writing by the designating party, a party that seeks to disclose Designated Material to an expert or consultant in accordance with Paragraphs 6(e) or 7(d) must first adhere to the following:

- (a) The party must provide written notice to the designating party that (1) sets forth the party's desire to disclose Designated Material to the expert or consultant, (2) sets forth the full name of the expert or consultant and the city and state of his or her primary residence, (3) attaches a copy of the expert or consultant's current resume reflecting his or her current employer(s), (4) identifies each person or entity from whom the expert or consultant has worked or consulted for in his or her areas of expertise during the preceding five years; and (5) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

- (b) Unless, within ten (10) days of receiving appropriate notice as defined in part (a) above, the designating party provides a written objection setting forth, in detail, legitimate grounds for refusing consent, the party may disclose the Designated Material to the identified expert or consultant. "Legitimate grounds" as used in this paragraph shall mean more than merely challenging the qualifications of the expert or consultant.
- (c) If the party receives a timely written objection complying with part (b) above, the parties must meet and confer to try to resolve the matter by agreement within seven (7) days of the written objection. If the parties are unable to agree, the party seeking to make the disclosure may file a motion with the Court outlining the party's need to disclose the Designated Material to the expert or consultant. The designating party opposing disclosure shall bear the burden of proving that the risk of harm outweighs the receiving party's need to disclose.

10. Counsel shall maintain a collection of all signed documents by which persons have agreed to be bound by this Order.

11. This Protective Order shall not preclude any party from seeking and obtaining, on an appropriate showing, such additional protection with respect to the confidentiality of documents or other discovery material as that party may consider appropriate. Nor shall any party be precluded from claiming that any matter designated hereunder is not entitled to the protection of this Protective Order, from applying to the Court for an Order permitting the disclosure or use of information or documents otherwise prohibited by this Protective Order, or from applying for an Order modifying this Protective Order in any respect.

12. If a party objects to the designation of any particular document or other information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY during the discovery period, then the following procedure shall apply:

- (a) The objecting party shall give counsel of record for the designating party written notice thereof, specifying the document or information as to which an objection is asserted and the reasons for the objection;

- (b) If the parties cannot reach agreement concerning the matter within seven (7) business days after the delivery of the written notice, then the designating party may, within seven (7) business days thereafter, file and serve a motion with the Court seeking a court order that the materials are CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY within the meaning of the Protective Order. The Designated Materials shall continue to be treated as CONFIDENTIAL or CONFIDENTIAL– ATTORNEYS’ EYES ONLY until determined to be otherwise by order of the Court or by agreement of the parties;
- (c) If the designating party has not filed a motion with the Court seeking a court order that materials are to be treated as CONFIDENTIAL or CONFIDENTIAL– ATTORNEYS’ EYES ONLY by the fifteenth (15th) business day following written notice as described in (a) above, then such materials are no longer subject to this Protective Order.
- (d) In any such motion filed with the Court, the designating party will have the burden to show “good cause” supporting the designation.

13. Inadvertent production of any documents or information subject to the attorney-client privilege or work product doctrine shall not constitute a waiver of such privilege or of the work-product protection. The parties agree that upon discovery of inadvertent production, the disclosing party may immediately request the return of such documents and the receiving party shall promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information.

14. If a party intends to use Designated Material in any Court filing, such party shall file the designating material under seal.

15. Summaries or statistical analyses derived from documents designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY shall be considered Designated Material unless presented in a manner that the underlying confidential information is not disclosed and could not be derived from the information contained in such summary or statistical analyses. Use of Designated Material in such summary or statistical analyses shall not affect the parties’ ongoing obligations to maintain the confidentiality of confidential information used therein.

16. Nothing in this Protective Order shall preclude a party from using any information that: (a) was in the public domain at the time it was designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY under this order or, prior to the date of the use or disclosure by the party, has entered the public domain through no fault of the party or any party to whom the receiving party has disclosed such Designated Material; (b) was rightfully communicated to the party by persons who such party reasonably believes are not bound by confidentiality obligations with respect there to; or (c) is disclosed by the party with the prior written approval of the opposing party who designated such information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY.

17. Upon final termination of this action, whether by settlement, dismissal or other disposition, but no later than 45 days following written notice from the opposing Party: (a) Nucap's counsel shall either destroy or assemble and return to Preferred's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Preferred, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product; and (b) Preferred's counsel and Bosco's counsel shall either destroy or assemble and return to Nucap's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Nucap, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product. Said destruction or return of said material and copies shall take place within forty-five (45) days of receipt of such a written request from opposing counsel or of final termination of this action, whichever is later. If Nucap's counsel, Preferred's counsel, and Bosco's counsel elect to destroy said material, then they shall provide written certification to opposing counsel certifying that such materials and copies have been destroyed once destruction has been completed.

18. With respect to testimony elicited during hearings and other proceedings, whenever counsel for any party deems that any question or line of questioning calls for the disclosure of Protected Information, counsel may designate on the record prior to such disclosure that the disclosure is subject to confidentiality restrictions. Whenever Protected Information is to be discussed in a hearing or other

proceeding, any party claiming such confidentiality may ask the Court to have excluded from the hearing or other proceeding any person who is not entitled under this Order to receive information so designated.

19. The termination of this action shall not terminate the directives of this Protective Order.

20. Nothing contained in this Protective Order shall preclude a party from objecting to the discoverability of any information or documents.

21. This Protective Order may be modified, and any matter related to it may be resolved, by written stipulation of the parties or by further order of the Court.

22. The parties and any other persons or entities subject to the terms of this Order agree that the Superior Court of Connecticut, Waterbury Judicial District, shall have jurisdiction over them for the purposes of enforcing this Order, notwithstanding any subsequent disposition of this action. The parties and any other person or entities subject to the terms of this Order further agree that Connecticut law, without regard to conflicts of law principles, shall govern any action to enforce or relating to this Order.

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

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CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 5TH day of August, 2015 to all counsel and self-represented parties of record, as follows:

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Attorney/Firm: ROBINSON & COLE LLP (050604)

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Docket Number:	UWY-CV-14-6026552-S
Case Name:	NUCAP INDUSTRIES INC. Et Al v. PREFERRED TOOL AND DIE, INC. Et Al
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	Aug-4-2015
Motion/Pleading by:	ROBINSON & COLE LLP (050604)
Document Filed:	144.00 MOTION FOR PROTECTIVE ORDER PB 13-5 AND PROPOSED STIPULATED PROTECTIVE ORDER
Date and Time of Transaction:	Tuesday, August 04, 2015 4:09:48 PM

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DOCKET NO: UWYCV146026552S
NUCAP INDUSTRIES INC. Et Al
V.
PREFERRED TOOL AND DIE, INC. Et Al

ORDER 415596
SUPERIOR COURT
JUDICIAL DISTRICT OF WATERBURY
AT WATERBURY
8/5/2015

ORDER

ORDER REGARDING:
08/04/2015 144.00 MOTION FOR PROTECTIVE ORDER PB 13-5

The foregoing, having been considered by the Court, is hereby:

ORDER:

The court enters the parties' Stipulated Protective Order, subject to the condition that, if any party intends to file Designated Material under seal, as provided in paragraph 14, the procedures of the Practice Book, see Practice Book Sec. 11-20A, remain applicable. By approving the parties' Stipulated Protective Order, the court has not given the parties permission to file Designated Material under seal.

Judicial Notice (JDNO) was sent regarding this order.

415596

Judge: ROBERT B SHAPIRO