DOCKET NO. NNH-CV14-6049044-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., ET AL.	:	J.D. NEW HAVEN
	:	
VS.	:	AT NEW HAVEN
	:	
PREFERRED TOOL AND DIE, INC., ET AL.	:	FEBRUARY 24, 2015

PLAINTIFFS' OBJECTION TO DEFENDANTS' PREFERRED TOOL AND DIE, INC. AND PREFERRED AUTOMOTIVE COMPONENTS' SECOND MOTION FOR EXTENSION OF TIME

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 Objection to the Second Motion for an Extension of Time of Defendants Preferred Tool and Die, Inc. ("Preferred Tool"), and Preferred Automotive Components, a division of Preferred Tool and Die ("Preferred Automotive") (collectively, "Preferred").

I. ARGUMENT

This is an action for misappropriation of trade secrets in which Plaintiffs served Preferred with twenty five (25) distinct requests for production and seventeen (17) interrogatories in December 2014. *See* First Document Requests directed to Preferred, attached as Exhibit A; First Interrogatories directed to Preferred, attached as Exhibit B (collectively, "Discovery Requests"). The Discovery Requests address merits issues only—Preferred's activities in the market for brake products, Preferred's product portfolio, communications relating to former employees of Plaintiffs, and Preferred's sales data, among other things. Neither the number nor the nature of the Discovery Requests are burdensome or out of the ordinary for a case of this nature. More than sixty (60) days later, Preferred is now seeking a second extension of time to respond to the Discovery Requests, such that Preferred would not even serve their written objections and responses until March 25, 2015. That date, provided Preferred does not seek *another* extension, would be more than three months after Plaintiffs served their Discovery Requests.

Simply put, Preferred is stalling for time and deliberately obstructing Plaintiffs' attempts at obtaining merits discovery. There is no good cause to support Preferred' s second motion for an extension, nor is there any reason why Preferred's proffered reason – the pending motions to dismiss and/or transfer this action – would affect its ability, or obligation, to respond to the propounded discovery. The pending motions, which address venue only, seek to have the case transferred to Waterbury and are not dispositive. Even if Preferred prevails on its motion, this case will still be heard in Connecticut and will involve the same factual and legal issues addressed in the Discovery Requests. This is not a case where Plaintiffs have served jurisdictional discovery or would potentially serve different discovery requests if the case is transferred to a different venue in Connecticut. The scope of discovery will be exactly the same, regardless of whether the case proceeds in New Haven or elsewhere in Connecticut.

The continued delay prejudices Plaintiffs who have alleged that Preferred, through ongoing and continuous conduct, is misappropriating Plaintiffs' product designs, proprietary information, and intellectual property in order to wrongfully compete with Plaintiffs. *See generally* Complaint, attached as Ex. C. Each day that Plaintiffs are denied discovery hinders their ability to learn the exact nature of Preferred's conduct and, potentially, to seek additional relief from this Court to enjoin Preferred's actions.

II. CONCLUSION

For these reasons, Plaintiffs object to Preferred's Second Motion for an Extension of Time. A proposed order is attached for the Court's consideration.

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

By *__/s/Nicole H. Najam__*

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Attorneys for Plaintiff

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NUCAP INDUSTRIES INC., ET AL.	:	J.D. NEW HAVEN
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PREFERRED TOOL AND DIE, INC., ET AL.	:	

[PROPOSED] ORDER

On this _____ day of _____, 2015, upon consideration of the Second Motion for an Extension of Time of Defendants Preferred Tool and Die, Inc. ("Preferred Tool"), and Preferred Automotive Components, a division of Preferred Tool and Die ("Preferred Automotive"), Plaintiffs' Opposition, and any argument of counsel, it is hereby ORDERED that the Motion is DENIED.

Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components, a division of Preferred Tool and Die are hereby ORDERED to serve written responses to Plaintiffs' First Set of Requests for Production of Documents and First Set of Interrogatories within three (3) days of the date of this Order, and further produce documents responsive to Plaintiffs' First Set of Requests for Production of Documents within three (3) days of the date of this Order.

BY THE COURT:

_____

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 24th day of February, 2015 to all counsel and self-represented parties of record, as follows:

Stephen J. Curley, Esq.
Brody Wilkinson, P.C.
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Southport, CT 06890

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/s/Nicole H. Najam
Nicole H. Najam

Exhibit A

DOCKET NO. NNH-CV14-6049044-S	:	SUPERIOR COURT
NUCAP INDUSTRIES INC., ET AL.	:	J.D. NEW HAVEN
VS.	:	AT NEW HAVEN
PREFERRED TOOL AND DIE, INC., ET AL.	:	DECEMBER 23, 2014

PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS DIRECTED TO DEFENDANTS PREFERRED TOOL AND DIE, INC. AND PREFERRED AUTOMOTIVE COMPONENTS

Pursuant to Practice Book § 13-9, Plaintiffs NUCAP Industries Inc. ("NUCAP") and Nucap US, Inc., as the successor to Anstro Manufacturing ("Nucap US") request that Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components, a division of Preferred Tool and Die, produce the following documents to undersigned counsel within 30 days of receipt of these Requests.

DEFINITIONS

The definitions, rules of construction, and procedures set forth in Conn. Practice Book § 13-1 are incorporated into these Requests. In addition, as used in these Requests, the following terms and phrases shall have the following meaning:

1. "Electronic device" shall include personal computers, laptops, servers, personal digital assistants, smart phones, cell phones (including prepaid phones, private lines, and/or "burner" phones), electronic tablets (*e.g.*, iPad), handheld devices, memory cards, flash drives, thumb drives, external hard drives, floppy disks, CDs, DVDs, optical media, or other electronic or magnetic storage devices of any kind.

2. "NUCAP" refers to Plaintiff NUCAP Industries Inc.

3. "Nucap US" refers to Plaintiff Nucap US, as successor in interest to Anstro Manufacturing, Inc.

4. "Plaintiffs" refers collectively to NUCAP and Nucap US.

5. "Anstro" refers to Anstro Manufacturing, Inc.

6. "Bosco" refers Defendant Robert Bosco.

7. "Preferred Automotive" refers to Defendant Preferred Automotive Components, a subsidiary of Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.

8. "Preferred Tool" refers to Defendant Preferred Tool and Die, Inc. and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.

9. "You" "Your" or "Preferred" refers collectively to Defendants Preferred Automotive and Preferred Tool and specifically includes all of their officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on their behalf.

10. "Dambrauskas" refers to Carl Dambrauskas, former Nucap US employee and current employee of Preferred Automotive.

11. "Reynolds" refers to Thomas Reynolds, former Nucap US employee and current employee of Preferred Automotive.

12. "SAE Brake Colloquium" means the SAE Brake Colloquium and Exhibition held in Jacksonville, Florida in October 2013.

13. "Plaintiffs' Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Plaintiffs, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

14. "Preferred's Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Preferred, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

15. "Complaint" means the Complaint filed by Plaintiffs in the above-captioned action.

16. "Confidentiality Agreement" shall mean the "Confidentiality and Intellectual Property Agreement" attached to the Complaint as Exhibit A.

17. "Dambrauskas Letter" shall mean the April 24, 2013 letter from Carl Dambrauskas attached to the Complaint as Exhibit B.

INSTRUCTIONS

1. In answering these Requests, please produce all documents within your possession, custody or control, including, without limitation, all documents which are possessed by or available to your attorneys, accountants, agents, representatives and all other persons acting or purporting to act for or on behalf of Preferred and who, upon Preferred's request, would provide or would have an obligation to provide responsive documents within their possession, custody or control to Preferred.

2. These Requests shall be deemed continuing so as to require supplemental responses if you acquire additional documents between the time of the your responses hereto and the conclusion of trial.

3. Unless stated otherwise, the relevant time period for these Requests is January 1, 2012 to the present.

4. The conjunctions "and" and "or" shall be interpreted both conjunctively and disjunctively so as not to exclude from the scope of the Request any document.

5. If any form of privilege, immunity or other protection from discovery or disclosure is claimed as a ground for withholding responsive documents, please state the following, with respect to any such document so withheld from production:

a. The precise privilege, immunity or other protection from discovery or disclosure being claimed with respect to the document; and

b. Without disclosing the substance of any information that you claim to be privileged, immune or protected from discovery or disclosure, the subject matter of the information and each and every fact on which you rest your claim to such protection.

6. If Preferred has no documents within its possession, custody or control responsive to a particular Request, please specifically state so in your answer to that Request.

7. References to the singular include the plural and references to the plural include the singular.

8. If, in responding to any of these Requests, you encounter any ambiguity, set forth the matter deemed ambiguous and the construction selected or used in your response.

REQUESTS FOR PRODUCTION

1. All documents concerning or referenced in Preferred's responses to Plaintiffs' First Set of Interrogatories Directed to Preferred.

2. All documents in the personnel files for Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and any other former employee of NUCAP or Nucap US who is a current employee, contractor, agent, officer, designee, or affiliate of Preferred.

3. All documents concerning NUCAP, Nucap US, or products of NUCAP or Nucap US that Bosco, Dambrauskas, Reynolds, Mike Chasse, Don Chasse and/or any other former employee of NUCAP or Nucap US provided to Preferred.

4. All documents concerning NUCAP, Nucap US, or products of NUCAP or Nucap US that Preferred received from any source.

5. All documents concerning Preferred's marketing, business plans, strategies, and/or models regarding the manufacture, design, or sale of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, including, without limitation, any decision or strategy by Preferred to enter the market for the manufacture, design, or sale of automotive brake components.

6. All documents concerning Preferred's activities at the SAE Brake Colloquium, including, but not limited to, all meetings relating to automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services marketed, promoted, offered, sold, or sponsored by Preferred at the SAE Brake Colloquium.

7. All documents concerning Preferred's design, conception, creation, or date of first manufacturing of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, including, but not limited to, the design, conception, or creation of the following specific products:

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

8. All documents concerning design plans, drawings, specifications, product brochures, material data sheets, and samples for any automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services currently offered for sale by Preferred, currently in development by Preferred, or which Preferred intends to offer for sale in the future.

9. All documents concerning Preferred's "product portfolio," as referenced in the Dambrauskas Letter, including, but not limited to any automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services currently offered for sale by Preferred, currently in development by Preferred, or which Preferred intends to offer for sale in the future.

10. All documents concerning projected or actual monthly sales by Preferred, from January 1, 2012 to the present, of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, broken down by amounts, dates, customers to whom the sales were made, and the specific types of products sold.

11. All communications between Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse with any of Plaintiffs' Customers.

12. All documents concerning Preferred's solicitation, recruitment, and/or hiring of Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and any other current or former employee of Plaintiffs, including, but not limited to, communications, offer sheets, job applications, interviews, resumes, memoranda of understanding, compensation terms, terms of

employment, contracts, employment agreements, job responsibilities, account and/or territory coverage, notes, the current or former employees' status with NUCAP or Nucap US, their obligations to NUCAP or Nucap US, their special knowledge and training, their potential customers and their start dates.

13. All documents, including but not limited to communications, Preferred sent to or received from Bosco from January 1, 2012 to the present.

14. All documents concerning or describing Bosco's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to the type of relationship, position or job title(s), and scope or services or job responsibilities.

15. All documents concerning or describing Dambrauskas' current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

16. All documents concerning or describing Reynolds' current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

17. All documents concerning or describing Mike Chasse's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

18. All documents concerning or describing Don Chasse's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

19. All documents concerning any fees, compensation, commission, remuneration, and/or benefits offered, demanded, and/or accepted by Bosco, Dambrauskas, Reynolds, Mike

Chasse and/or Don Chasse from Preferred, including, but not limited to, W-2 forms, 1099 forms, payroll stubs, commission statements, and any arrangement regarding the payment of legal fees or the payment of any judgment in connection with any potential litigation brought by Plaintiffs.

20. All documents concerning agreements between Bosco and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, stockholders agreement, partnership agreement, joint venture agreement, consulting agreement, and/or indemnification agreements.

21. All documents concerning agreements between Dambrauskas and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

22. All documents concerning agreements between Reynolds and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

23. All documents concerning agreements between Mike Chasse and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

24. All documents concerning agreements between Don Chasse and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

25. All documents which Preferred may or intends to introduce at the trial of this matter.

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

By *_/s/Nicole H. Najam_*

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Attorneys for Plaintiffs

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 23rd day of December, 2014 to all counsel and self-represented parties of record, as follows:

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David A. DeBassio, Esq.
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/s/Nicole H. Najam
Nicole H. Najam

Exhibit B

DOCKET NO. NNH-CV14-6049044-S	:	SUPERIOR COURT
NUCAP INDUSTRIES INC., ET AL.	:	J.D. NEW HAVEN
VS.	:	AT NEW HAVEN
PREFERRED TOOL AND DIE, INC., ET AL.	:	DECEMBER 23, 2014

PLAINTIFFS' FIRST SET OF INTERROGATORIES DIRECTED TO DEFENDANTS PREFERRED TOOL AND DIE, INC. AND PREFERRED AUTOMOTIVE COMPONENTS

Pursuant to Practice Book § 13-6, Plaintiffs NUCAP Industries Inc. ("NUCAP") and Nucap US, as the successor to Anstro Manufacturing ("Nucap US"), request that Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components, a division of Preferred Tool and Die, respond to the following Interrogatories in writing within thirty (30) days of receipt.

DEFINITIONS

The definitions, rules of construction, and procedures set forth in Conn. Practice Book § 13-1 are incorporated into these Interrogatories. In addition, as used in these Interrogatories, the following terms and phrases shall have the following meaning:

1. "Electronic device" shall include personal computers, laptops, servers, personal digital assistants, smart phones, cell phones (including prepaid phones, private lines, and/or "burner" phones), electronic tablets (*e.g.*, iPad), handheld devices, memory cards, flash drives, thumb drives, external hard drives, floppy disks, CDs, DVDs, optical media, or other electronic or magnetic storage devices of any kind.

2. "NUCAP" refers to Plaintiff NUCAP Industries Inc.

3. "Nucap US" refers to Plaintiff Nucap US, as successor in interest to Anstro Manufacturing, Inc.

4. "Plaintiffs" refers collectively to NUCAP and Nucap US.

5. "Anstro" refers to Anstro Manufacturing, Inc.

6. "Bosco" refers Defendant Robert Bosco.

7. "Preferred Automotive" refers to Defendant Preferred Automotive Components, a subsidiary or business unit of Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.

8. "Preferred Tool" refers to Defendant Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.

9. "You" "Your" or "Preferred" refers collectively to Defendants Preferred Automotive and Preferred Tool and specifically includes all of their officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on their behalf.

10. "Dambrauskas" refers to Carl Dambrauskas, former Nucap US employee and current employee of Preferred Automotive.

11. "Reynolds" refers to Thomas Reynolds, former Nucap US employee and current employee of Preferred Automotive.

12. "SAE Brake Colloquium" means the SAE Brake Colloquium and Exhibition held in Jacksonville, Florida in October 2013.

13. "Plaintiffs' Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Plaintiffs, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

14. "Preferred's Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Preferred, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

15. "Complaint" means the Complaint filed by Plaintiffs in the above-captioned action.

16. "Confidentiality Agreement" shall mean the "Confidentiality and Intellectual Property Agreement" attached to the Complaint as Exhibit A.

17. "Dambrauskas Letter" shall mean the April 24, 2013 letter from Carl Dambrauskas attached to the Complaint as Exhibit B.

INSTRUCTIONS

1. In answering these Interrogatories, please provide all information within your possession, custody or control, including, without limitation, all information which is possessed by or available to Preferred's attorneys, accountants, agents, representatives and all other persons acting or purporting to act for or on behalf of Preferred and who, upon Preferred's request, would provide or would have an obligation to provide responsive information within their possession, custody or control to Preferred.

2. Unless stated otherwise, the time period for these Interrogatories is January 1, 2012 to the present.

3. These Interrogatories shall be deemed continuing so as to require supplemental responses if Preferred acquires additional information between the time of Preferred's responses hereto and the conclusion of trial.

4. The conjunctions "and" and "or" shall be interpreted both conjunctively and disjunctively so as not to exclude from the scope of the Interrogatory any information or subject matter.

5. If any form of privilege, immunity or other protection from discovery or disclosure is claimed as a ground for withholding responsive information, please state the following, with respect to such information so withheld from production:

a. The precise privilege, immunity or other protection from discovery or disclosure being claimed with respect to the information; and

b. Without disclosing the substance of any information that Plaintiffs claim to be privileged, immune or protected from discovery or disclosure, the subject matter of the information and each and every fact on which Plaintiffs rest its claim to such protection.

6. If Preferred has no information within its possession, custody or control responsive to a particular Interrogatory, please specifically state so in Preferred's answer to that Interrogatory.

7. If any Interrogatory is answered by reference to a Document or group of Documents, with respect to each such answer, identify the specific Document or Documents containing the requested information; in the case of multi-page Documents, the subject matter, dates and page numbers should be specified.

8. References to the singular include the plural and references to the plural include the singular.

9. If, in responding to any of these Interrogatories, Preferred encounters any ambiguity, set forth the matter deemed ambiguous and the construction selected or used in

Preferred's response. If in response to any Interrogatory, Preferred does not know all facts necessary to provide a complete and specific answer, Preferred should provide an answer to such portion of the Interrogatory as it can and provide such facts as are known to it and any estimates, approximations, or beliefs that Preferred considers reliable. Any such estimates, approximations or beliefs should be clearly denoted as such, and the basis for Preferred's belief in their reliability should be explained.

INTERROGATORIES

1. Identify the person or persons, other than outside counsel, answering or providing information as part of the answers to these Interrogatories, and identify the Interrogatory answers to which each person listed provided information.

2. Identify each person with knowledge or whom you believe has knowledge of any facts relevant to any of the issues, claims, or defenses in this action, including a detailed description of the facts known or believed to be known by each such person.

3. Identify each and every email address, telephone number, cellular phone number, and/or other electronic device, computer, or tablet that Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse has used at any time to communicate on behalf of Preferred, including but not limited to electronic devices belonging to Preferred.

4. Identify all actual or prospective Preferred Customers with whom Preferred has communicated or whom Preferred, or anyone on Preferred's behalf, has contacted, since January 1, 2012, for any sales or other business purpose (whether in person, by phone, by mail, by electronic messaging, etc.), including:

   a. the identity/identities of the actual or prospective Preferred Customer involved;

   b. a description of the circumstances of each such communication or contact (in writing, by telephone, by e-mail, in person, etc.);

c. the actual and/or approximate date(s) of each such communication or contact;

d. the identity/identities of all individuals who participated in the communication or contact;

e. on whose behalf the individual(s) communicated with or contacted the actual or prospective Preferred Customer (*i.e.*, the name of the Preferred-related entity on whose behalf the individual(s) was acting);

f. a detailed description of the substance of any such communication;

g. a detailed description of the terms of any and all solicitations, sales proposals, or offers to, or transactions, contracts, leases, sales, proposed sale, or other agreements with any and all such Preferred Customers;

h. the gross dollar amount, and net profit obtained or anticipated on account of any transactions, contracts, leases, sales, or other agreements with any and all such Preferred Customers;

i. any commission, incentive, or other compensation promised, received, or anticipated by Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse in connection with any such transactions, contracts, leases, sales, or other agreements with any and all such Preferred Customers; and

j. all referrals Preferred has received and/or anticipates receiving as a result of such communication or contact.

5. Identify all actual or prospective suppliers of Preferred (and their representatives, employees, or agents) with whom you, or any other person on your behalf or with your assistance, have communicated or whom you, or anyone on your behalf or with your assistance, have contacted, since January 1, 2012, for any sales or other business purpose (whether in person, by phone, by mail, by electronic messaging, etc.), including:

a. the identity/identities of the actual or prospective supplier involved;

b. a description of the circumstances of each such communication or contact (in writing, by telephone, by e-mail, in person, etc.);

c. the actual and/or approximate date(s) of each such communication or contact;

d. the identity/identities of all individuals who participated in the communication or contact;

e. on whose behalf you communicated with or contacted the actual or prospective supplier (*i.e.*, the name of the person(s) or company(ies) on whose behalf you were acting);

f. a detailed description of the substance of any such communication;

g. a detailed description of the terms of any and all solicitations, sales proposals, or offers to, or transactions, contracts, leases, sales, proposed sale, or other agreements with any and all such suppliers;

h. the gross dollar amount, and net profit obtained or anticipated by your or your employer on account of any contracts, leases or other sales with/to any such supplier;

i. any commission, incentive, or other compensation promised, received, or anticipated by you in connection with such contract, lease, sale, proposed sale, or other agreement; and

j. all referrals you or your employer have received or anticipate receiving as a result of such communication or contact.

6. Describe in detail the purpose and substance of any communications between any employees or representatives of Preferred and Bosco, at any time after June 1, 2011.

7. Identify the dates of any interviews or employment related meetings between, on the one hand, Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and, on the other hand, Preferred, and all attendees at any such interviews or employment related meetings.

8. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, offered for sale, marketed, promoted, or sponsored by Preferred at the SAE Brake Colloquium.

9. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services offered for sale by Preferred from January 1, 2012 to the present.

10. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services in development by Preferred.

11. Describe in detail the reason why Preferred decided to begin offering for sale automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, and identify: the individuals involved in that decision; any business plans or similar documents created in connection with that decision; any meeting minutes or other records reflecting communications regarding the (at the time) prospective sale of automotive brake components (including but not limited to meeting minutes or other records reflecting the decision to create the separate division now known as Preferred Automotive Components); and the first date on which Preferred began offering for sale automotive brake components.

12. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, which have been designed, manufactured, or created by or for Preferred at any time from January 1, 2012 through the present, which Preferred has not yet offered for sale.

13. Identify the employees of Preferred Automotive Components from the inception of that division through the present and, for each such person, describe his or her job duties and when he or she became employed and, where applicable, when such person left the employ of Preferred Automotive Components.

14. Identify all persons who have been in any way responsible for the conception, design, drawings, engineering plans, development, manufacture, distribution, and/or sale of automotive brake components, including but not limited to friction products, shims, brakes,

brake pads, caliper hardware and/or related parts and services, on behalf of Preferred and, for each such person, identify his or her contribution.

15. Identify any business plans, descriptions and/or other communications between Preferred and any lender to Preferred regarding the creation and/or operations of Preferred Automotive Components.

16. Identify all persons who you expect to call as witnesses at trial in this matter and state with specificity the facts and opinions to which each witness will testify.

17. Identify all persons who you expect to call as an expert witness at trial in this matter and state with specificity the facts and opinions to which each expert witness will testify.

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

By *_/s/Nicole H. Najam_*

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Attorneys for Plaintiffs

CERTIFICATION

I, _____, hereby certify that I have reviewed the above interrogatories and responses thereto and that the responses are true and accurate to the best of my knowledge.

By_____

Subscribed and sworn to before
me this ___ day of _____, 2014.

_____
Notary Public
My Commission Expires:

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 23rd day of December, 2014 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

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

/s/Nicole H. Najam
Nicole H. Najam

Exhibit C

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.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment and relief against Defendants as follows:

a. For an injunction prohibiting Defendants from engaging in any activities that have caused, will cause and/or are threatening to cause irreparable harm to Plaintiffs;

b. For compensatory damages in an amount to be proven at trial;

c. For punitive damages in an amount to be proven at trial, based on Defendants' actual and/or threatened misappropriation of trade secrets;

d. For attorneys' fees and costs incurred in connection with this action; and

e. For such other and further relief as the Court may deem equitable and proper.

PLAINTIFFS,
NUCAP INDUSTRIES INC.
and NUCAP US INC.

By *\/s/Stephen W. Aronson*

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Attorneys for Plaintiffs

RETURN DATE: JULY 18, 2014	:	SUPERIOR COURT
NUCAP INDUSTRIES INC.;	:	
and	:	
NUCAP US INC., as successor to ANSTRO MANUFACTURING;	:	
VS.	:	J.D. 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

STATEMENT OF AMOUNT IN DEMAND

The amount in demand in the this action is greater than FIFTEEN THOUSAND DOLLARS ($15,000.00), exclusive of interest and costs.

PLAINTIFFS,
NUCAP INDUSTRIES INC.
and NUCAP US INC.

By *\/s/Stephen W. Aronson*

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Attorneys for Plaintiffs

Exhibit A

SEP - 1 2011

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.

Witness	)	Print Name: Robert R. Basco

Exhibit B

PAC PREFERRED
Automotive Components

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

[redacted]

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,

Carl Dambrauskas
Director, Business Development

PAC
30 Forest Parkway
Shelton, CT 06484
Phone: 203.925.8525
Fax: 203.925.8535
www.pacomponents.com