

DOCKET NO. UWY-CV-14-6026552-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., ET AL.,	:	J.D. WATERBURY
Plaintiffs,	:	
	:	
VS.	:	AT WATERBURY
	:	
PREFERRED TOOL AND DIE, INC., ET AL.,	:	
Defendants.	:	JUNE 19, 2015

PLAINTIFFS NUCAP INDUSTRIES INC. AND NUCAP US INC.’S OBJECTIONS 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 Objections to Defendant Preferred Tool and Die, Inc.’s (“Preferred Tool”) First Set of Interrogatories (1-22) as follows.

GENERAL OBJECTIONS

1. Plaintiffs object to the Definitions and Instructions sections of the Interrogatories to the extent that they seeks to impose requirements different from and/or in addition to those required by the Practice Book and/or Rules of Practice.

2. Plaintiffs object to the Interrogatories to the extent that they seek documents protected by the attorney client privilege, attorney work product doctrine, or any other applicable privilege or evidentiary limitation.

3. Plaintiffs object to the Interrogatories to the extent they seek confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney’s eyes only provision.

4. Plaintiffs object to the Interrogatories to the extent they seek information related to confidential business, proprietary, or other protected information of Plaintiffs or third parties for whom Plaintiffs have an obligation to protect such information.

5. Plaintiffs object to the Interrogatories to the extent that they are not limited to a reasonable time period.

6. In providing documents in response to the Interrogatories, Plaintiffs do not in any way waive or intend to waive, but rather intend to preserve and are preserving: (i) all objections as to competency, relevancy, materiality, and admissibility; (ii) all rights to object on any ground to the use of any of the responses herein or documents in the preliminary injunction proceeding and any subsequent proceedings, including a trial or any other action; (iii) all objections as to vagueness and ambiguity; and (iv) all rights to object on any ground to other discovery Interrogatories including or relating to the Interrogatories.

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.

RESPONSES 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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome.

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).

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object on the grounds and to the extent that the request for "all known contact information for each individual" is vague and ambiguous and renders this interrogatory overly broad and burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision. Plaintiffs object on the grounds and to the extent that this Interrogatory calls for the production of "contact information" of current employees of Nucap. Nucap is represented by counsel and its employees, executives and directors may be contacted through the undersigned for matters pertaining to this case.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object to this Interrogatory as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object to this Interrogatory as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs further object on the grounds that the phrase "all use Nucap makes of its alleged trade secrets" is vague and ambiguous and requires Plaintiffs to speculate as to the particular information sought. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to

any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object on the grounds that the request to "identify and describe, in detail, all aspects of Nucap's brake components" is vague and ambiguous and requires Plaintiffs to speculate as to the particular information sought. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object on the grounds and to the extent that this is a contention Interrogatory that is premature and speculative at this early stage of the litigation. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney’s eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object to this Interrogatory as not reasonably calculated to lead to the discovery of admissible evidence because it seeks information without limitation and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney’s eyes only provision.

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).”

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney’s eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney’s eyes only provision.

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.

OBJECTION: Plaintiffs incorporate their General Objections.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object on the grounds and to the extent that this is a contention interrogatory that is premature and speculative at this early stage

of the litigation. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs further object on the grounds and to the extent that this is a contention interrogatory that is premature and speculative at this early stage of the litigation. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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."

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome.

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.

OBJECTION: In addition to the General Objections, Plaintiffs object to this Interrogatory as overbroad and unduly burdensome. Plaintiffs object to this Interrogatory because it seeks confidential and/or highly sensitive information. Plaintiffs have proposed a Confidentiality Agreement to address this concern but Defendants have refused to agree to any of the terms unless the Confidentiality Agreement includes a strict attorney's eyes only provision.

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

By /s/Nicole H. Najam

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