

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.)	June 25, 2015

**PREFERRED’S OBJECTION AND OPPOSITION TO NUCAP’S
MOTION FOR ORDER OF COMPLIANCE**

Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components (“Preferred”), hereby object to Plaintiffs Nucap Industries, Inc. and Nucap US Inc.’s (“Nucap”) Motion for Order of Compliance to Respond to Plaintiffs’ Interrogatories and Requests for Production, dated June 11, 2015. This Motion is being filed concurrently with a Motion for Protective Order, which is hereby incorporated by reference. Oral argument is requested.

INTRODUCTION

The true issue before the Court is the parties’ inability to reach agreement on the terms of a protective order. Preferred proposed a stipulated protective order, Nucap proposed alterations, and Preferred proposed its own updates. The parties have been unable to reach agreement on the limitations for review of documents designated HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY (hereinafter “AEO Information”). Preferred seeks a protective order limiting review of AEO Information to the Court, counsel and their staff, and outside experts and consultants. Preferred’s proposal is common in litigation involving trade secrets, intellectual property, and other proprietary business information. Nucap, on the other hand, seeks a protective order permitting review of AEO Information by party representatives.

ORAL ARGUMENT REQUESTED/
TESTIMONY NOT REQUIRED

Instead of continuing to negotiate the terms of a stipulated protective order or moving the Court for entry of a protective order, Nucap has decided to waste the Court's resources by filing a baseless Motion for Order of Compliance (hereinafter, "Nucap's Motion"). In its Motion, Nucap misrepresents Preferred's position, likens this misrepresentation to a single case it cites, and urges the Court to compel Preferred to produce documents and answer interrogatories prior to entry of a protective order "without regard to 'Attorney's Eyes Only' or 'Confidential' designations." Nucap also argues that Preferred should produce all confidential documents because the parties have agreed on their treatment, notwithstanding the remaining dispute regarding AEO Information.¹ Finally, Nucap appears to seek entry of a protective order limited to a single confidentiality designation that would be shielded only from the general public.

Nucap's positions are unsupportable. Nucap has stated it intends to have its "technical representatives" review Preferred's AEO Information. Nucap's proposal creates an unacceptable risk of corporate espionage—especially because the parties are direct competitors in the brake parts marketplace. Nucap has also sued two other entities for misappropriation of trade secrets in Illinois (*Nucap Industries et al. v. Robert Bosch LLC et al.*, Case No. 1:15-cv-02207, N.D. Ill.), entities with whom Preferred has done business, and has sued Robert Bosco in New York State (*Nucap Industries et al. v. Robert Bosco, Jr.*, Index No. 651968/2014, NY Super. Ct.), accusing Mr. Bosco of violating a non-compete agreement by working with Preferred. Preferred thus has significant concerns that Nucap seeks to use Preferred's AEO Information improperly to compete with Preferred and in support of its other lawsuits. Most notably, the defendant in the Illinois case has at times been customers of both Nucap and Preferred. Allowing Nucap's in-

¹ Nucap's position in this regard is puzzling since, in its own Objections to Preferred's First Sets of Interrogatories and Requests for Production, received on June 23, 2015, Nucap has refused to produce documents citing the same confidentiality concerns Preferred has cited. (*See Exhibits 1-2.*) Indeed, Nucap's entire stance on this issue is particularly curious considering that Nucap sued Preferred for misappropriation of trade secrets.

house representatives access to Preferred's order and pricing information with this customer, Bosch, would present a substantial risk of harm to Preferred's business interests.

Nucap has failed entirely to justify these risks with any compelling reason or show good cause for its insistence that its designated representatives be permitted to review Preferred's AEO Information. Accordingly, the Court should dismiss Nucap's Motion, grant Preferred's Motion for Protective Order, filed concurrently with this objection, and enter Preferred's Proposed Protective Order attached therewith. After Preferred produces its confidential documents, Nucap can review them and at that time determine if further aid from the Court is necessary.

BACKGROUND

This a case concerning wholly unfounded allegations of trade secret misappropriation by Nucap against Preferred. Preferred has been in the business of tool design, production stamping, and precision machining for over forty years. Preferred has served a number of different industries including medical, scientific, and aerospace. In 2012, after a potential customer requested a quote from Preferred to manufacture automotive parts, Preferred began evaluating the automotive market as a potential area for increased business and ultimately made the business decision to pursue this additional market. With its vast experience in design and precision machining and the abundance of publically available information concerning specifications for aftermarket automotive parts, Preferred recently entered the automotive brake component marketplace.

Simply because Preferred has at various times employed former employees of Nucap, Nucap believes that Preferred must have stolen its confidential trade secret information. Nucap has absolutely no evidence to support these allegations and has yet to identify a single drawing or

product that it believes was stolen from Nucap. Nucap's allegations appear to center around Mr. Bosco, one of Nucap's former employees who has never actually worked at Preferred.

Nevertheless, the case has proceeded and discovery has begun. On December 23, 2014, Nucap provided its First Sets of Interrogatories and Requests for Production. (*See* Nucap's Motion Exs. 1-2.) On March 25, 2015, Preferred provided its Responses and Objections to both. (*See* Nucap's Motion Exs. 3-4.) Because several of Nucap's document requests would require production of confidential and AEO Information, Preferred objected to producing until after the parties reached an agreeable protective order. Likewise, Preferred provided its own First Sets of Interrogatories and Requests for Production on April 20, 2015. On June 23, 2015, Nucap provided its Objections to both. Tellingly, Nucap refused to produce documents responsive to several of Nucap's requests "because [they] seek[] confidential and/or highly sensitive information." (*See* Exhibit 1.)

Also on March 25th, Preferred provided Nucap with a draft Stipulated Protective Order. (*See* Exhibit 3.) On April 7, 2015, Nucap provided Preferred with revisions to that draft. (*See* Nucap's Motion Ex. 5.) Among those revisions, Nucap added a provision to paragraph 7 that would permit party representatives to review AEO Information. (*See* Nucap's Motion Ex. 5, ¶ 7(c).) On April 17, 2015, Preferred provided its own revisions back to Nucap, rejecting Nucap's addition of paragraph 7(c). (*See* Nucap's Motion Ex. 6.) On April 30, 2015, Nucap counsel emailed Preferred's counsel stating that it agreed with "the balance of the changes" other than Preferred's removal of Nucap's paragraph 7(c) relating to party review of AEO Information. (*See* Nucap's Motion Ex. 7, p. 3.) Counsel for the parties thereafter engaged in further discussions, both written and oral, to no avail. (*See* Nucap's Motion Exs. 7-9.) During these discussions, it became apparent the parties could not reach agreement on terms of a protective order. (*See, e.g.*, Nucap's Motion Ex. 7, p. 1.)

Preferred has and will continue to cooperate in discovery to bring this matter to a close as expeditiously as possible. However, Preferred objects to review of its highly confidential information, including but not limited to confidential research and development, non-public product design information, trade secrets, financial information, and/or information capable of being utilized for the preparation or prosecution of patent applications, by Nucap's officers, employees, "technical representatives," or any other "designated representatives". As discussed above, Preferred has significant concerns that its information will be used for purposes other than this lawsuit to the competitive advantage of Nucap.

For these reasons, Preferred requests that Nucap's Motion be denied and the Court enter Preferred's Proposed Protective Order attached to its Motion for Protective Order. Once reasonable assurances are in place to maintain the confidentiality of Preferred's information Preferred will complete its responses to Nucap's discovery requests.

ARGUMENT

I. Preferred Is Not Refusing To Provide Discovery And Will Complete Its Production After A Protective Order Is Entered

Despite Nucap's allegations to the contrary, Preferred has substantially responded to Nucap's discovery requests by producing ninety-six (96) pages of documents to date and providing substantive written responses to fifteen (15) of Nucap's seventeen (17) interrogatories. Further, Preferred has expressed its willingness to produce certain "Confidential Information" that can be viewed by employees of Nucap once a protective order is in place.

Nucap purports that the present discovery dispute is analogous to *Microtech Int'l Inc. v. Fair*, 1992 Conn. Super. LEXIS 2754 (Conn. Super. Ct. Sept. 18, 1992) in which the defendant refused to produce *any* customer information. The defendant in *Microtech* did not seek a protective order to restrict access to its customer information; it sought a protective order to

entirely preclude any inquiry into the matter by Plaintiff. This is not the case here. Unlike in *Microtech*, Preferred is not asking the Court to preclude all discovery on any issue. Preferred simply seeks the ability to restrict dissemination of its confidential information to the parties and counsel, and its most sensitive highly confidential information to outside counsel eyes only.

Nucap appears to agree that a protective order is necessary in this case. Yet, rather than negotiating or seeking entry of a protective order itself, it chose to engage in unnecessary and premature motion practice. Once a suitable protective order is in place, Preferred will continue to produce documents responsive to the outstanding discovery requests from Nucap.

II. Given The Nature Of The Case, Reasonable Restrictions On The Disclosure Of Confidential Information Is Warranted

This is a trade secret case between competitors in which both parties contend to have information of a sensitive nature that they do not want to be known or used by one another. Nucap alleges that Preferred improperly gained access to Nucap's confidential information and is using that information to obtain economic value. Yet, oddly enough, Nucap now wants to freely share such information among technical employees of both companies in discovery.

The relevant law provides for restrictions on such disclosure, particularly in trade secret cases. The Connecticut Uniform Trade Secrets Act states that the "court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings, holding in-camera hearings, sealing the records of the action and ordering any person involved in the litigation not to disclose an alleged trade secret without prior court approval." Conn. Gen. Stat. § 35-55; *see also Tailored Lighting, Inc. v. Osram Sylvania Prods., Inc.*, 236 F.R.D. 146, 148 (W.D.N.Y. 2006) ("[I]n cases involving the disclosure of trade secrets, courts often issue protective orders limiting access to the most sensitive information to counsel and their experts.") (citing various cases); *Quotron Sys., Inc. v.*

Automatic Data Proc., Inc., 141 F.R.D. 37, 40 (S.D.N.Y. 1992) (“Protective orders that limit access to certain documents to counsel and experts are commonly entered in litigation involving trade secrets and other confidential research, development, or commercial information.”) (citing various cases).

The Connecticut rule on civil discovery “substantially parallels Rule 26(c) of the Federal Rules of Civil Procedure and, therefore, federal precedents are germane.” *Filstein v. Filshtein*, 1994 WL 702947, *4 (Conn. Super. Ct. Dec. 5, 1994). Federal caselaw on this issue supports Preferred’s position. *See, e.g., Tailored Lighting*, 236 F.R.D. at 149 (granting protective order limiting review of highly confidential information to counsel and independent experts); *Vesta Corset Co., Inc. v. Carmen Founds., Inc.*, 1999 WL 13257, *2-*3 (S.D.N.Y. Jan 13, 1999) (granting protective order limiting review of documents reflecting “pricing, profits, costs, overhead, manufacturing specifications, customer lists, price structure, and dealings with a common customer” to counsel and independent experts); *Quotron*, 141 F.R.D. at 40 (S.D.N.Y. 1992) (limiting review of highly confidential information in trade secrets misappropriation case to counsel and independent experts); *Safe Flight Instrument Corp. v. Sundstrand Data Control Inc.*, 682 F.Supp. 20, 22 (D.Del. 1988) (precluding review of confidential materials by opposing party’s president, an asserted technical expert). Nucap has failed to identify a legitimate case on point to support its arguments.

There is no dispute that a protective order is necessary in this case and sensitive information will be produced by all parties. As discussed in Preferred’s Motion for Protective Order, Nucap seeks the production of documents concerning, *inter alia*, Preferred’s marketing, business plans, and strategies, its sales and customer information, and its design, conception, and creation of automotive brake components. Likewise, Nucap will need to produce documents concerning its alleged trade secrets, design plans, drawings, specifications, material data sheets,

projected sales, and its customer list and identifying information regarding the contact person of its customers that Nucap alleges Preferred misappropriated.

This AEO Information, in the hands of Nucap's in-house representatives, would pose a threat of substantial serious or irreparable harm or commercial disadvantage to Preferred. As such, Preferred requests, through a Motion for Protective Order filed concurrently herewith, entry of a protective order with reasonable restrictions on the dissemination of information before Preferred is required to fully respond to Nucap's discovery requests.

III. Attorneys Eyes Only Category Is Reasonable And Necessary

The parties agree that some "Confidential Information" can be shared with employees of the parties, but the parties differ regarding whether any information should remain "attorneys' eyes only." It is common in intellectual property cases, particularly trade secret cases, to limit disclosure of some highly confidential information to outside counsel only. While Nucap vaguely implies that such a restriction will cause it prejudice, it has yet to show any need for its employees to access Preferred's AEO Information.

Giving Nucap's management access to Preferred's AEO Information would give them insight into what products Preferred is developing for market, any new inventions Preferred may be working on, and Preferred's financial information, including pricing being offered to mutual customers. As competitors in the marketplace, this information will provide Nucap with a significant commercial advantage and will be highly detrimental to Preferred's business interests. Furthermore, it is improper for Nucap to use Preferred's information to support or otherwise inform its strategy in its other pending lawsuits, which may occur if Preferred's AEO Information is shared with in-house counsel for Nucap.

The potential harm to Preferred far outweighs the potential prejudice to Nucap. Nucap claims that it needs to be able to consult with its "technical representatives" concerning

Preferred's documents. However, as is common place in trade secret cases, Nucap is free to hire outside experts and consultants to assist with the case. Nucap has not identified any reason why outside experts would be unable to provide counsel with the required assistance in any less effective manner than Nucap's own employees. Accordingly, Nucap has failed to identify any sufficient justification for its position.

For these reasons, a protective order in form provided in Preferred's Motion for Protective Order is warranted in this case.

CONCLUSION

Preferred respectfully requests that the Court deny Plaintiffs' Motion for Order of Compliance and enter the Proposed Protective Order attached to Preferred's Motion for Protective Order, filed contemporaneously herewith, governing discovery in this action.

June 25, 2015
Dated

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*ATTORNEYS FOR PREFERRED TOOL AND DIE, INC.
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CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2015, a copy of the foregoing PREFERRED TOOL AND DIE, INC. AND PREFERRED AUTOMOTIVE COMPONENTS' OBJECTION AND OPPOSITION TO PLAINTIFFS NUCAP INDUSTRIES, INC. AND NUCAP US INC.'S MOTION FOR ORDER OF COMPLIANCE was served via electronic mail on the following counsel of record:

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06/25/2015
Date

/s/ Jessica L. White

EXHIBIT 1

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 REQUESTS FOR PRODUCTION
OF DOCUMENTS (1-27)**

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 Requests for Production of Documents (1-27) as follows.

GENERAL OBJECTIONS

1. Plaintiffs object to the Definitions and Instructions sections of the Requests to the extent that they seek to impose requirements different from and/or in addition to those required by the Rules of Practice and/or the Practice Book.
2. Plaintiffs object to the Requests 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 Requests 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 Requests 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 Requests to the extent that they are not limited to a reasonable time period.

6. In providing documents in response to the Requests, 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 Requests including or relating to the Requests.

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 DOCUMENT REQUESTS

1. All documents concerning Nucap's alleged trade secret information referenced in the Complaint and asserted in this case.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request 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.

2. All documents concerning measures Nucap takes to maintain the confidentiality of its alleged trade secrets with employees of Nucap.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request 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. All documents concerning measures Nucap takes to maintain the confidentiality of its alleged trade secrets with customers, suppliers, distributors, and any other third parties.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request 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.

4. All documents concerning Nucap's use of its alleged trade secrets, including but not limited to design and development of products featuring trade secrets, marketing materials relating to trade secrets, and responses to third party requests for information about trade secrets or products featuring trade secrets, including but not limited to requests for proposals.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case. Plaintiffs object to the Request 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. All documents concerning Nucap's products that feature its alleged trade secrets, including but not limited to design plans, drawings, specifications, material data sheets, product brochures and catalogues, product descriptions, marketing materials, packaging materials,

instructions distributed with such products, and terms and conditions for online sales of such products.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as compound and 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 the Request 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. All documents concerning Nucap products that Nucap alleges are equivalent to the following Preferred products identified in your Request for Production No. 7, including but not limited to design plans, drawings, specifications, material data sheets, product brochures and catalogues, product descriptions, marketing materials, packaging materials, instructions distributed with such products, and terms and conditions for online sales of such 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

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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. All documents and things in Nucap's possession that Nucap believes indicate that Preferred has in any way misappropriated Nucap's alleged trade secrets.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object on the grounds that this request is vague and ambiguous. Plaintiffs object to the Request 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. All documents and/or communications concerning Nucap's assessment of or attempts to prevent or cease any alleged misappropriation of Nucap's alleged trade secrets by Preferred.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request 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. All documents relating to facilities where Nucap designs, develops, manufactures, packages, and/or stores products featuring its alleged trade secrets.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request 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.

10. All documents distributed to, agreed to, and/or executed by Nucap employees since January 1, 2005, including but not limited to employment agreements, confidentiality agreements, non-disclosure agreements, non-compete agreements, and employee handbooks.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not

reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request 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. All communications between Nucap employees concerning Nucap's alleged trade secrets.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request 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 the Request 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. All communications between Nucap employees and third parties, including but not limited to potential, current, and past customers, suppliers, and distributors, concerning Nucap's alleged trade secrets.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request 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 the Request 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 to this Request because it seeks confidential and proprietary information of third parties.

13. All minutes recorded during Nucap's board meetings during which Nucap's alleged trade secrets were discussed or addressed in any manner.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request 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.

14. All documents and/or communications concerning Nucap's employment of Dambrauskas or Reynolds, including but not limited to documents contained within either's personnel files, communications between either and other Nucap employees, communications amongst Nucap employees regarding either, and documents and communications relating to either's separation from employment with Nucap.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request 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. All documents concerning or containing Nucap's "customer list and identifying information regarding the contact persons of its customers," which Nucap alleges to be its trade secrets and implies Preferred misappropriated in the Complaint.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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. All documents concerning Preferred or Preferred's products that Nucap received from sources other than Preferred's production in this litigation.

OBJECTIONS: Plaintiffs incorporate by reference all General Objections as if fully set forth here. Plaintiffs object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it seeks documents without limitation as to time or scope and without reference to any of the trade secrets or allegations at issue in this case.

17. All documents concerning projected or monthly sales by Nucap of all its products featuring its alleged trade secrets from January 1, 2010 to the present, broken down by amounts, dates, customer identities, and the specific product sold.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not

reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to this Request on the grounds that it imposes obligations that are greater than those required by the Connecticut Practice Book. Plaintiffs object to the Request 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. All documents concerning Bosco's former role, responsibilities, and/or affiliation with Nucap, including but not limited to job titles and scope of services and/or job responsibilities.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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. All documents concerning Dambrauskas's former role, responsibilities, and/or affiliation with Nucap, including but not limited to job titles and scope of services and/or job responsibilities.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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.

20. All documents concerning Reynolds's former role, responsibilities, and/or affiliation with Nucap, including but not limited to job titles and scope of services and/or job responsibilities.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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. All documents concerning Nucap's activities and participation in the 2013 SAE Brake Colloquium.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it is not limited in scope to the facts at issue in this case.

22. All documents in Nucap's possession concerning Preferred's activities and participation in the 2013 SAE Brake Colloquium.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request as not reasonably calculated to lead to the discovery of admissible evidence because it is not limited in scope to the facts at issue in this case.

23. All documents concerning Nucap's purported "analysis of the Preferred product brochure, drawings, material data sheets and samples" that Nucap alleges "reveals striking similarities between the 'new' Preferred products and current NUCAP products," including but not limited to all communications concerning said "analysis."

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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.

24. All documents concerning Nucap's assertion 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," including but not limited to all communications concerning said assertion.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to the Request 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.

25. All documents concerning Nucap's decision to file this lawsuit against Preferred, including but not limited to all communications concerning said decision.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs object to this request on the grounds and to the extent that it seeks documents that are protected from disclosure by the attorney-client privilege or the work-product doctrine.

26. All documents produced in discovery by Nucap in *Nucap Industries Inc. et al. v. Robert Bosco, Jr.* (Index No. 651968 / 2014, Supreme Court of the State of New York).

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Request because it seeks documents protected by a Stipulated Protective Order in the New York litigation.

27. All documents and things which Nucap may or intends to introduce or rely on at trial in this matter.

OBJECTIONS: In addition to the General Objections, Plaintiffs object to this Request as overly broad and unduly burdensome. Plaintiffs further object to this Requests as premature, as discovery remains in its early stages and the parties have not completed their respective document productions.

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

By /s/Nicole H. Najam

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Attorneys for Plaintiff

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 19th day of June, 2015 to all counsel and self-represented parties of record, as follows:

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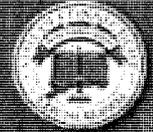
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State of Connecticut Judicial Branch
Civil and Family E-Services



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Docket Number:	<u>UWY-CV-14-6026552-S</u>
Case Name:	NUCAP INDUSTRIES INC. Et Al v. PREFERRED TOOL AND DIE, INC. Et Al
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	Jun-19-2015
Motion/Pleading by:	ROBINSON & COLE LLP (050604)
Document Filed:	131.00 OBJECTION TO INTERROGATORIES/PRODUCTION PB 13-8 and 13-10

Date and Time of Transaction: Friday, June 19, 2015 1:56:53 PM

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EXHIBIT 2

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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Attorneys for Plaintiff

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 19th day of June, 2015 to all counsel and self-represented parties of record, as follows:

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/s/Nicole H. Najam
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Docket Number:	UWY-CV-14-6026552-S
Case Name:	NUCAP INDUSTRIES INC. Et Al v. PREFERRED TOOL AND DIE, INC. Et Al
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	Jun-19-2015
Motion/Pleading by:	ROBINSON & COLE LLP (050604)
Document Filed:	130.00 OBJECTION TO INTERROGATORIES/PRODUCTION PB 13-8 and 13-10

Date and Time of Transaction: Friday, June 19, 2015 1:55:10 PM

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EXHIBIT 3

March 25, 2015



VIA EMAIL ONLY

LHPockers@duanemorris.com

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

Re: SSJR File 06749-L0001A
Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc.,
Preferred Automotive Components and Robert A. Bosco, Jr. _____

Dear Mr. Pockers:

Enclosed please find Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components' Responses and Objections to Plaintiffs' First Set of Requests for Production of Documents and Responses and Objections to Plaintiffs' First Set of Interrogatories.

Also enclosed are documents bearing Bates numbers PREFERRED0000001-
PREFERRED0000096.

We also enclose a draft Stipulated Protective Order for your review. Please let us know if you have any comments.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. J. L.', written in a cursive style.

Benjamin J. Lehberger
blehberger@ssjr.com

Enclosures

c: Harry M. Byrne (via mail only w/encl hmbyrne@duanemorris.com)
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Nicole H. Najam (via email only w/encl nnajam@rc.com)
Bill Britt (via email only w/encl wbritt@brodywilk.com)
Steve Curley (via email only w/encl scurley@brodywilk.com)

NO. UWY-CV-14-6026552-S

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

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

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

_____, 2015

PLAINITIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

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

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NO. UWY-CV-14-6026552-S

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

STIPULATED PROTECTIVE ORDER

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

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

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

3. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY, prior to its production. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way. If inadvertently produced without such legend, the producing party shall furnish written notice to the receiving party that the information or document shall be CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY under this Protective Order.

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

5. Each party and all persons bound by the terms of this Protective Order shall use any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, solely for the purpose of prosecution or defense of this action, and for no other purpose or action. The attorneys of record for the parties shall exercise reasonable care to insure that any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting,

or disclosing such information, are (a) used only for the purposes specified herein; and (b) disclosed only to authorized persons.

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

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;
- (c) parties named in this litigation, including their officers, directors and employees (including in-house counsel) to whom disclosure is reasonably necessary for this litigation;
- (d) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (e) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants (1) are disclosed to the opposing party in accordance with Paragraph 10 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

7. Each party shall have the right to designate as CONFIDENTIAL– ATTORNEYS' EYES ONLY and subject to this Protective Order any information described in Paragraph 2, which the designating party reasonably and in good faith considers to be of such a sensitive nature that disclosure to an opposing party poses a potential threat of substantial serious or irreparable harm or commercial disadvantage, including but not limited to confidential research

and development, non-public product design information, trade secrets, financial information, or information capable of being utilized for the preparation or prosecution of patent applications. Information designated CONFIDENTIAL–ATTORNEYS’ EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may only be disclosed to the persons identified in Paragraph 6(a), (b), (d) and (e).

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

9. The procedures of Paragraph 8 above shall apply to documents and information designated CONFIDENTIAL–ATTORNEYS’ EYES ONLY with the exception that a party intending to use such documents or information in the manner described in Paragraph 8 above shall give counsel of record for the designating party written notice in advance of such use. The designating party may, within ten (10) days thereafter, file a motion with the Court seeking a

protective order in connection with such documents or information. If the designating party has not filed a motion for protective order by the eleventh (11th) day following written notice as described above, the procedures of Paragraph 8 shall apply.

10. (a) Unless otherwise ordered by the court or agreed to in writing by the designating party, a party that seeks to disclose Designated Material to an expert or consultant in accordance with Paragraph 6(e) first must make a written request to the designating party that (1) sets forth its desire to disclose Designated Material to the expert or consultant; (2) identifies the general categories of Designated Material the party seeks to disclose to the expert or consultant; (3) sets forth the full name of the expert or consultant and the city and state of his or her primary residence; (4) attaches a copy of the expert or consultant's current resume; (5) identifies the expert or consultant's current employer(s); (6) identifies each person or entity from whom the expert or consultant has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years; and (7) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A party that makes a request and provides the information specified in the preceding sub paragraph may disclose the Designated Material to the identified expert or consultant unless, within ten (10) days of delivering the request, the party receives a written objection from the designating party. Any such objection must set forth in detail the grounds on which it is based, and cannot merely challenge the qualifications of the expert or consultant.

(c) A party that receives a timely written objection must meet and confer with the designating party to try to resolve the matter by agreement within seven (7) days of the written

objection. If no agreement is reached, the party seeking to make the disclosure may file a motion seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the expert or consultant is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In any such proceeding, the party opposing disclosure to the expert or consultant shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the receiving party's need to disclose the Designated Material to its expert or consultant.

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

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

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

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

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

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

15. If a party intends to use Designated Material in any Court filing, such party shall file the designating material under seal absent an agreement by the parties otherwise. The designating party will have the burden to show “good cause” supporting the designation.

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

17. Nothing in this Protective Order shall preclude a party from using any information that: (a) was in the public domain at the time it was designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY under this order or, prior to the date of the use or disclosure by the party, has entered the public domain through no fault of the party or any party to whom the receiving party has disclosed such Designated Material; (b) was known to the party, without restriction, at the time of production by an opposing party, as shown by written records of the party kept in the ordinary course of business; (c) was rightfully communicated to the party by persons who such party reasonably believes are not bound by confidentiality obligations with respect there to; or (d) is disclosed by the party with the prior written approval of the opposing party who designated such information as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY.

18. Upon final termination of this action, whether by settlement, dismissal or other disposition, but no later than 45 days following written notice from the opposing Party: (a)

Nucap's counsel shall either destroy or assemble and return to Preferred's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Preferred, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product; and (b) Preferred's counsel shall either destroy or assemble and return to Nucap's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Nucap, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product. Said destruction or return of said material and copies shall take place within forty-five (45) days of receipt of such a written request from opposing counsel or of final termination of this action, whichever is later. If Nucap's counsel and Preferred's counsel elect to destroy said material, then they shall provide written certification to opposing counsel certifying that such materials and copies have been destroyed once destruction has been completed.

19. With respect to testimony elicited during hearings and other proceedings, whenever counsel for any party deems that any question or line of questioning calls for the disclosure of Protected Information, counsel may designate on the record prior to such disclosure that the disclosure is subject to confidentiality restrictions. Whenever Protected Information is to be discussed in a hearing or other proceeding, any party claiming such confidentiality may ask the Court to have excluded from the hearing or other proceeding any person who is not entitled under this Order to receive information so designated.

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

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

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

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

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

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EXHIBIT A

NO. UWY-CV-14-6026552-S

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

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I certify that I have carefully read the Protective Order in the above-captioned case and that I fully understand the terms of the Order. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms.

Executed this ___ day of _____, 20__.

Name

Affiliation

Business Address

Home Address