

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

MOTION FOR PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components (“Preferred”), hereby move, pursuant to Connecticut Practice Book § 13-15, for entry of a protective order governing discovery in this action, in the form substantially set forth in the accompanying Proposed Protective Order.¹ Preferred has, in good faith, attempted to resolve this dispute amicably by telephone and through written correspondence to no avail. Exhibit 1.

INTRODUCTION

Plaintiffs Nucap Industries, Inc. and Nucap US Inc. (“Nucap”) brought this lawsuit against Preferred and Robert A. Bosco, Jr. for alleged misappropriation of trade secrets. Discovery has begun, and both parties have served first sets of document requests and interrogatories. While Preferred has responded to Nucap’s discovery requests and served a first set of production documents, several of the production requests cover confidential documents, and the parties are accordingly in need of a protective order to facilitate the exchange of confidential information.

The parties have been unable to reach agreement on the terms of review of documents designated “Highly Confidential – Attorney’s Eyes Only” (hereinafter “AEO information”). The

¹ Concurrent with this Motion, Preferred is filing its Opposition to Nucap’s Motion for Order of Compliance, which is hereby incorporated by reference.

ORAL ARGUMENT REQUESTED/
TESTIMONY NOT REQUIRED

sole issue in dispute in this motion is Nucap's request that the protective order include a provision permitting two of each party's "designated representatives" to review AEO information. Due to concerns about Nucap management's access to Preferred's highly confidential, business sensitive information, Preferred cannot agree to Nucap's requested provision. Accordingly, Preferred requests the Court enter the attached Proposed Protective Order, which contains no provision permitting either party to review AEO information.

LEGAL STANDARD

The Connecticut Rules of Civil Procedure provide that "a party from whom discovery is sought" may move for a protective order from the Court to ensure "that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way." Conn. Practice Book § 13-5 (2015)². The Connecticut rule "substantially parallels Rule 26(c) of the Federal Rules of Civil Procedure and, therefore, federal precedents are germane." *Filstein v. Filshstein*, 1994 WL 702947, *4 (Conn. Super. Ct. Dec. 5, 1994). The Court should enter a protective order when the movant has shown "good cause" for its entry. P.B. § 13-5.

In the specific context of trade secret litigation, "a court shall preserve the secrecy of an alleged trade secret by reasonable means, which may include granting protective orders in connection with discovery proceedings." Conn. Gen. Stat. § 35-55; *see also Delcath Sys., Inc. v. Foltz*, 2007 WL 196518, *1, n.2 (Conn. Super. Ct. Jan. 12, 2007) (unpublished opinion).

"[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." *Tailored Lighting, Inc. v. Osram Sylvania Prds., Inc.*, 236 F.R.D. 146, 148 (W.D.N.Y. 2006) (citing various cases); *see also Quotron Sys., Inc. v. Automatic Data Proc., Inc.*, 141 F.R.D. 37, 40

² Preferred will hereinafter abbreviate the Conn. Practice Book as "P.B. § ___."

(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). It is Nucap’s burden to “demonstrate why limiting access to counsel and experts is inadequate for it to litigate its case.” *Vesta Corset Co., Inc. v. Carmen Founds., Inc.*, 1999 WL 13257, *3 (S.D.N.Y. Jan 13, 1999).

ARGUMENT

I. GOOD CAUSE EXISTS FOR ENTRY OF THE PROPOSED PROTECTIVE ORDER BECAUSE NUCAP HAS DEMANDED PREFERRED PRODUCE HIGHLY CONFIDENTIAL, PROPRIETARY INFORMATION

Neither party can deny that the document requests issued in this case require production of highly confidential, proprietary information, including trade secrets, financial records, and business and marketing plans and strategies. Such information is commonly restricted to access by counsel and independent experts only. *See Tailored Lighting*, 236 F.R.D. at 149 (granting protective order limiting review of highly confidential information to counsel and independent experts); *Vesta Corset*, 1999 WL 13257, *2-*3 (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 (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).

For example, Nucap seeks “documents concerning Preferred’s marketing, business plans, strategies, and/or models regarding the manufacture, design, or sale of automotive brake components.” Exhibit 2, Req. No. 5. Nucap also seeks “documents concerning Preferred’s design, conception, creation, or date of first manufacturing of automotive brake components.”

Exhibit 2, Req. No. 7. Nucap further seeks “documents concerning design plans, drawings, specifications, . . . [and] material data sheets . . . for any automotive brake components.” Exhibit 2, Req. No. 8. Finally, Nucap seeks “documents concerning projected or actual monthly sales by Preferred . . . of automotive brake components” and the “customers to whom the sales were made.” Exhibit 2, Req. No. 10. Each of these requests encompasses Preferred’s trade secrets or proprietary business information, information ripe for misuse by Nucap, a direct competitor.

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. Exhibit 3, Req. Nos. 1, 4, 5, 11, 12, 15, 17. Indeed, in their Objection to Preferred’s First Set of Requests for Production, received on June 23, 2015, Nucap objected to several document requests on grounds of confidentiality because no protective order is in place. Exhibit 4, Gen. Objs. ¶ 3; Resp. Nos. 1-8, 10-12, 14-15, 17-20, 23-24.

The discovery Nucap seeks will almost certainly contain not only trade secret and business sensitive information, but also information germane to Preferred’s inventions which have not yet reached the public domain. Recognizing the sensitivity of this information—especially given the nature of the present action in which Nucap alleges Preferred has misappropriated its trade secrets—and the fact that the parties are direct competitors, allowing either party’s representatives to review AEO information would create too great a risk of misuse. Nucap’s insistence on permitting its “designated representatives” access to this information without a substantial justification raises serious concerns about its motivations and is, in any case, improper under applicable law. *See Filstein*, 1994 WL 702947, *4 (recognizing that Connecticut’s rule on protective orders “substantially parallels Rule 26(c) of the Federal Rules of

Civil Procedure and, therefore, federal precedents are germane.”). Accordingly, good cause exists for entry of Preferred’s Proposed Protective Order.

II. NUCAP HAS FAILED TO DEMONSTRATE A NEED SUFFICIENT TO JUSTIFY REVIEW OF PREFERRED’S HIGHLY CONFIDENTIAL INFORMATION BY ITS DESIGNATED REPRESENTATIVES

Given the obvious concerns about permitting party review of AEO documents, Nucap bears the burden of demonstrating a need for review by its “designated representatives” that outweighs these concerns. *Vesta Corset*, 1999 WL 13257, *3. The only justification Nucap has provided Preferred was in an April 30th email, wherein Nucap asserted that “two representatives from each party should be entitled to review documents marked attorneys’ eyes only, so that we can consult with technical representatives at our client as to certain documents.” Exhibit 1, p. 3. As, Preferred indicated in a subsequent responsive email, such review could be conducted by independent experts, thereby avoiding the risk of harm to Preferred’s commercial interests. In any case, Nucap’s vague rationale for permitting party review of AEO information fails to outweigh Preferred’s concerns, as demonstrated by the following cases.

Most recently in *Tailored Lighting v. Osram Sylvania Products*, the Western District of New York granted the defendant in a patent infringement case a protective order limiting review of highly confidential information to counsel and independent experts. 236 F.R.D. at 149. The plaintiff sought to permit disclosure of highly confidential information to a single representative of each party. *Id.* at 147. The plaintiff specifically wanted its president, who was the inventor of the patent in suit, to review highly confidential information and “assist[] counsel on technical issues related to the infringement claim.” *Id.* The plaintiff argued that forcing it to employ an independent expert would “needlessly drive up litigation costs,” a significant issue for a small company such as itself. *Id.* The court rejected the plaintiff’s arguments and granted the defendant’s motion for protective order. The court recognized that the plaintiff’s president’s

review of the defendant's highly confidential and proprietary business information would create a substantial risk to the defendant's business interests, be it purposeful or even subconscious misuse. *Id.* at 149 (“[T]his Court has no reason to question the integrity of plaintiff’s president and patent inventor; nonetheless, it seems unreasonable to expect that anyone working to further his own scientific and technological interests would be able assuredly to avoid even the subconscious use of confidential information revealed through discovery that is relevant to those interests.”). The court also held that the plaintiff’s assertion of increased litigation costs failed to “outweigh the substantial risk of competitive injury that attends disclosure of such trade secret information to the opposing party’s president and patent inventor.” *Id.* at 149.

Similarly, the Southern District of New York limited review of confidential information to counsel and independent experts in *Vesta Corset v. Carmen Foundations*. 1999 WL 13257. The plaintiff brought suit alleging patent and trademark infringement and unfair competition, among other things. *Id.* at *1. The defendant wanted its president to be permitted to review the plaintiff’s financial and proprietary business information, which it had requested in discovery. *Id.* (“Carmen requests that Vesta produce information relating to its pricing, profits, costs, overhead, manufacturing specifications, customer lists, price structure, and dealings with a common customer.”) The court granted the plaintiff’s motion, denying the parties access to confidential information because the defendant failed to present “any compelling justification” for its position. *Id.* at *3 (“[A]llowing the parties . . . access to the confidential commercial information raises concerns of commercial espionage. Additionally, Carmen has failed to demonstrate why limiting access to counsel and experts is inadequate for it to litigate its case.”).

The Southern District made the same decision in *Quotron v. Automatic Data Processing*, a case alleging misappropriation of trade secrets and copyright infringement. 141 F.R.D. at 39. The plaintiff sought a protective order permitting review of all confidential documents by three

designated employees while the defendant sought a separate “highly confidential” designation reviewable only by counsel and independent experts. *Id.* Crediting the defendant’s “concerns of potential commercial espionage,” the court found that the plaintiff failed to “demonstrate[] a need for [its] employees’ access to the documents sufficient to outweigh these concerns.” *Id.* at 40. Accordingly, it held that review of highly confidential documents would be limited to counsel, their staff, and independent experts.

These three cases, each of which is directly on point, demonstrate clearly that Nucap has failed to adequately justify review of AEO information by party representatives sufficient to outweigh the risk of harm to Preferred’s commercial interests. *See Filstein*, 1994 WL 702947, *4 (recognizing that Connecticut’s rule on protective orders “substantially parallels Rule 26(c) of the Federal Rules of Civil Procedure and, therefore, federal precedents are germane.”); *see also, e.g., Safe Flight*, 682 F.Supp. at 22 (precluding review of confidential materials by opposing party’s president, an asserted technical expert, because it failed to demonstrate a need for review that outweighed business interest concerns). Nucap’s assertion that it needs to “consult with technical representatives at our client as to certain documents” is simply insufficient. Accordingly, Nucap cannot carry its burden to justify its alteration to Preferred’s Proposed Protective Order.

CONCLUSION

For the foregoing reasons, Preferred respectfully requests that the Court grant this motion and enter the Proposed Protective Order governing discovery in this action.

June 25, 2015
Dated

/s/ Benjamin J. Lehberger
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*ATTORNEYS FOR PREFERRED TOOL AND DIE, INC.
AND PREFERRED AUTOMOTIVE*

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.)	

[PROPOSED] PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (“Preferred”), hereby request, pursuant to Connecticut Practice Book § 13-15, that the following Protective Order be entered by the Court.

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

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

3. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY, prior to its production. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way. If a document is 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 9 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 following persons:

- (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;
- (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 9 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

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

witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A. Immediately following the examination, deposition, hearing or trial, or preparation for the same, such witness or potential witness must return all confidential documents and copies thereof to the producing party.

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

- (a) The party must provide written notice to the designating party that (1) sets forth the party's desire to disclose Designated Material to the expert or consultant, (2) sets forth the full name of the expert or consultant and the city and state of his or her primary residence, (3) attaches a copy of the expert or consultant's current resume reflecting his or her current employer(s), (4) identifies each person or entity from whom the expert or consultant has worked or consulted for in his or her areas of expertise during the preceding five years; and (5) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.
- (b) Unless, within ten (10) days of receiving appropriate notice as defined in part (a) above, the designating party provides a written objection setting forth, in detail, legitimate grounds for refusing consent, the party may disclose the Designated Material to the identified expert or consultant. "Legitimate grounds" as used in this paragraph shall mean more than merely challenging the qualifications of the expert or consultant.

(c) If the party receives a timely written objection complying with part (b) above, the parties must meet and confer to try to resolve the matter by agreement within seven (7) days of the written objection. If the parties are unable to agree, the party seeking to make the disclosure may file a motion with the Court outlining the party's need to disclose the Designated Material to the expert or consultant. The designating party opposing disclosure shall bear the burden of proving that the risk of harm outweighs the receiving party's need to disclose.

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

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

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

- (a) The objecting party shall give counsel of record for the designating party written notice thereof, specifying the document or information as to which an objection is asserted and the reasons for the objection.
- (b) If the parties cannot reach agreement concerning the matter within seven (7) business days after the delivery of the written notice, then the designating party

may, within seven (7) business days thereafter, file and serve a motion with the Court seeking a court order that the materials are CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY within the meaning of the Protective Order. The Designated Materials shall continue to be treated as CONFIDENTIAL or CONFIDENTIAL– ATTORNEYS’ EYES ONLY until determined to be otherwise by order of the Court or by agreement of the parties.

- (c) If the designating party has not filed a motion with the Court seeking a court order that materials are to be treated as CONFIDENTIAL or CONFIDENTIAL– ATTORNEYS’ EYES ONLY by the fifteenth (15th) business day following written notice as described in (a) above, then such materials are no longer subject to this Protective Order.
- (d) In any such motion filed with the Court, the designating party will have the burden to show “good cause” supporting the designation.

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

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

15. Summaries or statistical analyses derived from documents designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY shall be considered Designated Material unless presented in a manner that the underlying confidential information is

not disclosed and could not be derived from the information contained in such summary or statistical analyses. Use of Designated Material in such summary or statistical analyses shall not affect the parties' ongoing obligations to maintain the confidentiality of confidential information used therein.

16. Nothing in this Protective Order shall preclude a party from using any information that: (a) was in the public domain at the time it was designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY under this order or, prior to the date of the use or disclosure by the party, has entered the public domain through no fault of the party or any party to whom the receiving party has disclosed such Designated Material; (b) was 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.

17. Upon final termination of this action, whether by settlement, dismissal or other disposition, but no later than 45 days following written notice from the opposing Party: (a) Nucap's counsel shall either destroy or assemble and return to Preferred's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Preferred, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product; and (b) Preferred's counsel and Bosco's counsel shall either destroy or assemble and return to Nucap's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Nucap, and any material derived or generated from such

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

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

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

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

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

22. The parties and any other persons or entities subject to the terms of this Order agree that the Superior Court of Connecticut, Waterbury Judicial District, shall have jurisdiction over them for the purposes of enforcing this Order, notwithstanding any subsequent disposition of this action. The parties and any other person or entities subject to the terms of this Order

further agree that Connecticut law, without regard to conflicts of law principles, shall govern any action to enforce or relating to this Order.

SO ORDERED:

Date

Superior Court Judge

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

CERTIFICATE OF SERVICE

I hereby certify that on June 25, 2015, a copy of the foregoing MOTION FOR PROTECTIVE ORDER was served via electronic mail on the following counsel of record:

Stephen W. Aronson
Email: saronson@rc.com
Nicole H. Najam
Email: nnajam@rc.com
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HINCKLEY, ALLEN & SNYDER LLP
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Hartford, CT 06103

and first class mail on the following counsel of record:

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

6/25/2015
Date

/s/ Jessica L. White
Jessica L. White

EXHIBIT 1

Byrne, Harry M.

From: Lehberger, Benjamin J. <blehberger@ssjr.com>
Sent: Monday, May 11, 2015 4:03 PM
To: Byrne, Harry M.; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley <scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.; SSJR Litigation
Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Harry,

To follow up on our discussion by phone last week, Preferred is not willing to agree to provision 7(c) permitting two employees of Nucap to see Highly Confidential Attorneys' Eyes Only documents. We understand that Nucap wants this provision to allow technical representatives within Nucap to evaluate Preferred's products. However, we believe any such evaluation could be conducted by outside experts without having to disclose Preferred's highly confidential information to Nucap and create a risk of harm to Preferred's business interests. Our client is very concerned about having it highly confidential technical, marketing, customer and strategic information disclosed to Nucap's management.

Feel free to give us a call if you would like to discuss this further.

Best regards,

Benjamin J. Lehberger
Member
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From: Lehberger, Benjamin J.
Sent: Tuesday, May 05, 2015 2:16 PM
To: 'Byrne, Harry M.'; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley <scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.; SSJR Litigation
Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Harry,
3pm tomorrow works for us. Please use the following conference call line:
Dial-in: (559) 546-1000

Code: 547143#

Benjamin J. Lehberger

Member

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From: Byrne, Harry M. [<mailto:HMByrne@duanemorris.com>]

Sent: Tuesday, May 05, 2015 1:51 PM

To: Lehberger, Benjamin J.; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley <scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)

Cc: Pockers, Lawrence H.; SSJR Litigation

Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Anytime tomorrow after 3 pm should work for me. Let me know what time works for you.

Harry M. Byrne

Associate

Duane Morris LLP

30 South 17th Street

Philadelphia, PA 19103-4196

P: +1 215 979 1136

F: +1 215 689 4925

HMByrne@duanemorris.com

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From: Lehberger, Benjamin J. [<mailto:blehberger@ssjr.com>]

Sent: Tuesday, May 05, 2015 12:42 PM

To: Byrne, Harry M.; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley <scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)

Cc: Pockers, Lawrence H.; SSJR Litigation

Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Harry,

Are you available for a call later today or tomorrow to discuss the protective order?

Benjamin J. Lehberger

Member

St. Onge Steward Johnston & Reens LLC

986 Bedford Street

Stamford, Connecticut 06905-5619
ssjr.com

tel +1 (203) 324-6155 ext. 4540
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blehberger@ssjr.com

From: Byrne, Harry M. [<mailto:HMBByrne@duanemorris.com>]
Sent: Thursday, April 30, 2015 6:07 PM
To: Winter, Gene S.; Lehberger, Benjamin J.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley
<scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson,
Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.
Subject: FW: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Counsel,

We've reviewed your proposed changes. While we fine with the balance of the changes, we cannot agree to your edits at Paragraph 7(c). As outlined in the draft we sent a few weeks back, two representatives from each party should be entitled to review documents marked attorneys' eyes only, so that we can consult with technical representatives at our client as to certain documents, and we don't agree to remove that provision. Our original proposal for Paragraph 7(c) was reciprocal and would allow Preferred to designate similar representatives for review of AEO materials produced by Nucap.

Please let us know by May 8 whether you agree with our original proposal for Paragraph 7(c). If not, we will file a motion to compel the production of the documents Preferred is presently withholding. We're available to discuss as well. Thanks.

Harry

Harry M. Byrne
Associate

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From: SSJR Litigation [<mailto:litigation@ssjr.com>]
Sent: Friday, April 17, 2015 4:51 PM
To: Pockers, Lawrence H.
Cc: Byrne, Harry M.; 'saronson@rc.com'; 'Najam, Nicole H.'; 'William J. Britt'; 'scurley@brodywilk.com';
'jmirman@hinckleyallen.com'; 'ddebassio@hinckleyallen.com'; Winter, Gene S.; Lehberger, Benjamin J.; Zimowski,
Stephen S.
Subject: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Please see the attached correspondence and enclosures sent on behalf of Gene S. Winter. Thank you.

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April 17, 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:

Thank you for your email of April 14, 2015 regarding the Stipulated Protective Order. We have enclosed a revised version for your review.

First, we have added Defendant Robert Bosco, Jr. to the draft Order as he was inadvertently omitted from the initial draft. We did not consult with Bosco's counsel on the initial draft but have copied them on this letter and expect they will provide their own comments and changes separately.

Regarding documents designated as Attorney Eyes Only, we do not agree to permit review by any representatives of the parties, as you outline in paragraph 7(c) of your proposal.

The purpose of the Attorney Eyes Only designation is to preclude review of highly confidential, business sensitive information by persons involved in the parties' business decisions. For example, in your First Set of Requests for Production, you seek "documents concerning Preferred's marketing, *business plans, strategies, and/or models*" relating to Preferred's accused products. (Request No. 5). You also seek "documents concerning projected or actual monthly sales" of Preferred's accused products. (Request No. 10). This is exactly the type of information properly designated Attorney Eyes Only, and we cannot consent to review of this type of information by Nucap's "designated representatives."

We will agree to your revisions of paragraph 7 to the extent reflected in the enclosed version of the Protective Order.

Lawrence H. Pockers
April 17, 2015
Page 2

We do not agree to your revisions of paragraph 6 and removal of paragraph 10 relating to approval of experts' review of confidential information. While we are flexible regarding the specific requirements reflected in paragraph 10, we believe notice and an opportunity to object, at a minimum, are necessary and reasonable. We would agree to the terms of reflected in the enclosed version.

We also propose removing the provisions of original paragraph 9.

Finally, we consent to your remaining revisions of paragraphs 14 and 22.

Please review our revised version of the Order and let us know if you consent to these terms. If you would like to have a call to discuss, we are available on Monday or Tuesday of next week.

Very truly yours,



Gene S. Winter
gwinter@ssjr.com

GSW:BJL:SSZ
Enclosures

c: Harry M. Byrne (via mail only hmbyrne@duanemorris.com)
Stephen W. Aronson (via email only saronson@rc.com)
Nicole H. Najam (via email only nnajam@rc.com)
Bill Britt (via email only wbritt@brodywilk.com)
Steve Curley (via email only scurley@brodywilk.com)
Jeffrey Mirman (via email only jmirman@hinckleyallen.com)
David DeBassio (via email only ddebassio@hinckleyallen.com)

EXHIBIT 2

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

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

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

DEFINITIONS

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

1. "Electronic device" shall include personal computers, laptops, servers, personal digital assistants, smart phones, cell phones (including prepaid phones, private lines, and/or "burner" phones), electronic tablets (*e.g.*, iPad), handheld devices, memory cards, flash drives, thumb drives, external hard drives, floppy disks, CDs, DVDs, optical media, or other electronic or magnetic storage devices of any kind.
2. "NUCAP" refers to Plaintiff NUCAP Industries Inc.
3. "Nucap US" refers to Plaintiff Nucap US, as successor in interest to Anstro Manufacturing, Inc.
4. "Plaintiffs" refers collectively to NUCAP and Nucap US.

5. "Anstro" refers to Anstro Manufacturing, Inc.
6. "Bosco" refers Defendant Robert Bosco.
7. "Preferred Automotive" refers to Defendant Preferred Automotive Components, a subsidiary of Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.
8. "Preferred Tool" refers to Defendant Preferred Tool and Die, Inc. and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.
9. "You" "Your" or "Preferred" refers collectively to Defendants Preferred Automotive and Preferred Tool and specifically includes all of their officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on their behalf.
10. "Dambrauskas" refers to Carl Dambrauskas, former Nucap US employee and current employee of Preferred Automotive.
11. "Reynolds" refers to Thomas Reynolds, former Nucap US employee and current employee of Preferred Automotive.
12. "SAE Brake Colloquium" means the SAE Brake Colloquium and Exhibition held in Jacksonville, Florida in October 2013.
13. "Plaintiffs' Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Plaintiffs, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

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

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

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

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

INSTRUCTIONS

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

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

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

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

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

- a. The precise privilege, immunity or other protection from discovery or disclosure being claimed with respect to the document; and
- b. Without disclosing the substance of any information that you claim to be privileged, immune or protected from discovery or disclosure, the subject matter of the information and each and every fact on which you rest your claim to such protection.

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

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

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

REQUESTS FOR PRODUCTION

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

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

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

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

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

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

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

- a. Part #20022.01
- b. Part #20224.01
- c. Part #10041.01
- d. Part #20023.01
- e. Part #10040.01
- f. Part #10020.01
- g. Part #20002.02
- h. Part #20017.02

- i. Part #20003.02
- j. Part #20018.02
- k. Part #10009.01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By /s/Nicole H. Najam

Stephen W. Aronson
Email: saronson@rc.com
Nicole H. Najam
Email: nnajam@rc.com
Robinson & Cole LLP
280 Trumbull Street
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Of Counsel
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Philadelphia, PA 19103
Telephone: 215.979.1000
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LHPockers@duanemorris.com
HMByrne@duanemorris.com

Attorneys for Plaintiffs

CERTIFICATION

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

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

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

/s/Nicole H. Najam
Nicole H. Najam

EXHIBIT 3

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.	)	APRIL 20, 2015

**PREFERRED TOOL’S FIRST SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS (1-27)**

Pursuant to Practice Book § 13-9, Defendant Preferred Tool and Die, Inc. requests that Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.’s (“Nucap” or “Plaintiffs”) produce the following documents to the undersigned counsel within thirty (30) days of receipt of these requests.

DEFINITIONS

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

1. "Anstro" refers to Anstro Manufacturing, Inc.
2. "Bosco" refers to Defendant Robert Bosco.
3. "Complaint" means the Complaint filed by Plaintiffs in the above-captioned action.
4. "Dambrauskas" refers to Carl Dambrauskas, former Nucap US employee and current employee of Preferred Automotive.

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

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

7. "You" "Your" "Nucap" or "Plaintiffs" refers collectively to Plaintiffs NUCAP Industries Inc. and Nucap US, as successor in interest to Anstro Manufacturing, Inc., and specifically includes all of their officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on their behalf.

8. Any reference to a product that "features" a trade secret shall mean a product that includes or embodies a trade secret in any manner, regardless of level of importance or amount.

INSTRUCTIONS

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

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

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

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

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

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

5. If Nucap has no documents within its possession, custody or control responsive to a particular request, please specifically state so in Nucap's answer to that request.

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

7. If, in responding to any of these requests, Nucap encounters any ambiguity, set forth the matter deemed ambiguous and the construction selected or used in Nucap's response.

DOCUMENT REQUESTS

REQUEST NO. 1:

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

REQUEST NO. 2:

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

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 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

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 9:

All documents relating to facilities where Nucap designs, develops, manufactures, packages, and/or stores products featuring its alleged trade secrets.

REQUEST NO. 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.

REQUEST NO. 11:

All communications between Nucap employees concerning Nucap's alleged trade secrets.

REQUEST NO. 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.

REQUEST NO. 13:

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

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 16:

All documents concerning Preferred or Preferred's products that Nucap received from sources other than Preferred's production in this litigation.

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 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.

REQUEST NO. 21:

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

REQUEST NO. 22:

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

REQUEST NO. 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."

REQUEST NO. 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.

REQUEST NO. 25:

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

REQUEST NO. 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).

REQUEST NO. 27:

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

04/20/2015
Dated

/s/ Benjamin J. Lehberger
Gene S. Winter
Benjamin J. Lehberger
St. Onge Steward Johnston & Reens LLC
986 Bedford Street
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*ATTORNEYS FOR PREFERRED TOOL AND DIE, INC.
AND PREFERRED AUTOMOTIVE*

CERTIFICATE OF SERVICE

I hereby certify that on April 20, 2015, a copy of the foregoing PREFERRED TOOL'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS (1-27) was served via electronic mail on the following counsel of record:

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04/20/2015
Date

/s/ Jessica L. White
Jessica L. White

EXHIBIT 4

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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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

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