

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

REULAND ELECTRIC CO., a
California corporation,

Plaintiff,

vs.

BURGI ENGINEERS, LLC, a
Montana limited liability company;
BURGI ENGINEERING, INC., a
Montana Corporation,

Defendants.

Case No. CV13-09499 SJO (JCx)

**FINAL CONSENT JUDGMENT
AND PERMANENT
INJUNCTION**

JUDGE: S. James Otero

Based on the *Stipulation for Entry of Final Consent Judgment and Permanent Injunction* by and between Plaintiff Reuland Electric, Co., and Defendants Burgi Engineers, LLC and Burgi Engineering, Inc. (collectively the “Parties”) submitted to the Court on June 3, 2015, which is hereby approved, and on the Orders of this Court having been made and entered on December 8, 2014 and April 24, 2015, and the Parties having consented and agreed to the terms and

1 conditions of this Final Consent Judgment and Permanent Injunction (herein
2 "**Judgment**") and having waived all rights of trial, new trial, reconsideration and
3 appeal:

4 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

5 1. This Court has subject matter jurisdiction over this action pursuant to 28
6 U.S.C. § 1332. Venue is proper in this Judicial District in that a substantial part
7 of the events or omissions giving rise to the claims occurred in this Judicial
8 District.

9 2. This Court affirms its previous Orders and holdings in this action.

10 3. Plaintiff Reuland Electric Co., a corporation organized and existing under
11 the laws of the State of California ("**REC**") and Defendant Burgi Engineering,
12 Inc., a corporation organized under the laws of the State of Montana ("**BEI**")
13 entered into that certain agreement entitled *Non-Disclosure and Proprietary*
14 *Rights Agreement* ("**NDA/PRA**") on May 9, 2001.

15 4. Defendant Burgi Engineers, LLC, a limited liability company organized
16 and existing under the laws of the State of Montana ("**BELLC**"), impliedly
17 assumed BEI's obligations under the NDA/PRA. BELLC is a successor to BEI
18 under the NDA/PRA. BELLC is BEI's successor under the NDA/PRA for
19 purposes of successor liability. BELLC is bound by the terms and provisions of
20 the NDA/PRA.

21 5. On November 30, 2013, REC terminated its relationship with BELLC and
22 demanded that BELLC provide all copies of all "Confidential Information" (as
23 that term is defined in the NDA/PRA) at issue to REC including without
24 limitation all "REC Provided Information" and all "BELLC Created
25 Information", as those terms are defined herein below.

26 6. BELLC failed to provide REC with all "Confidential Information" (as that
27 term is defined in the NDA/PRA).
28

1 7. BELLC has been adjudicated to be in breach of the NDA/PRA.

2 8. This Judgment is hereby entered against BELLC and in favor of REC as to
3 REC's breach of contract claim and its specific performance remedy.

4 9. This Judgment is hereby entered against BELLC and in favor of REC as to
5 each affirmative defense asserted by BELLC in this action.

6 10. As of April 24, 2015, BELLC has been ordered and hereby is now ordered
7 to immediately provide to REC all "REC Provided Information" and all "BELLC
8 Created Information", as those terms are defined herein below, including all
9 copies.

10 11. "**REC Provided Information**" shall and does mean all orders, customer
11 specifications, drawings, costing data, including access to the costing data system
12 ("Managerial Manufacturing System" or "ManMan System"), bills of materials,
13 quotes, pricing data, electrical lamination prints, electrical designs, application
14 data provided by customers including customer drawings, specifications, pictures,
15 graphs, curves, and other information provided by REC to BEI or BELLC during
16 the timeframe the NDA/PRA was in effect ending November 30, 2013.

17 12. "**BELLC Created Information**" shall and does mean rotor dynamics
18 analysis, shaft spline data, press fit analysis, bearing life calculations, fastener
19 strength calculation, wave spring analysis, motor test data including motor test
20 reports, SolidWorks® and other drawings, bills of material, brake project test
21 data, brake project Excel spreadsheets and Word documents, brake project
22 photographs, rectifier schematics, and brake control panel schematics and
23 drawings, motor installation and set-up manuals, design guide and check lists for
24 engineering quality control and design review, Coordinate Measuring Machine
25 room procedures and checklists, and other information, that it used to perform
26 work for REC during the timeframe the NDA/PRA was in effect ending
27 November 30, 2013.

28

1 13. As of April 24, 2015, BELLC, including its officers, members, agents,
2 servants, employees and attorneys, and all persons and entities in active concert
3 or participation with them (“**Enjoined Parties**”) have been and hereby are now
4 permanently enjoined from possessing and using, in any form, any REC Provided
5 Information and any BELLC Created Information, including any information in
6 or under the possession, control or custody of any Enjoined Party and including
7 any information electronically stored on any medium.

8 14. REC is entitled to recover breach of contract damages in the amount of
9 \$150,000.00.

10 15. REC is the prevailing party in this matter pursuant to the provisions of the
11 NDA/PRA and is therefore entitled to costs and attorneys’ fees in the amount of
12 \$850,000.00.

13 16. This Court shall retain jurisdiction over the parties, enforcement and/or
14 interpretation of this Judgment, and subject matter of this action.

15 17. This is a final Judgment. Any remaining claims and defenses set forth in
16 the pleadings of the plaintiff and defendants in this action, to the extent not
17 otherwise addressed by this Judgment, are hereby dismissed.

18
19 **IT IS SO ADJUDGED.**

20
21 Dated: June 4, 2015

S. James Otero

22 Honorable S. James Otero
23 United States District Court Judge
24
25
26
27
28