

**REULAND ELECTRIC CO., a California corporation, Plaintiff,**

**v.**

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

Case No. CV13-09499 SJO (JCx).

**United States District Court, C.D. California.**

June 4, 2015.

## **FINAL CONSENT JUDGMENT AND PERMANENT INJUNCTION**

S. JAMES OTERO, District Judge.

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. Venue is proper in this Judicial District in that a substantial part of the events or omissions giving rise to the claims occurred in this Judicial District.
2. This Court affirms its previous Orders and holdings in this action.
3. Plaintiff **Reuland Electric** Co., a corporation organized and existing under the laws of the State of California ("REC") and Defendant Burgi Engineering, Inc., a corporation organized under the laws of the State of Montana ("BEI") entered into that certain agreement entitled *Non-Disclosure and Proprietary Rights Agreement* ("NDA/PRA") on May 9, 2001.
4. Defendant Burgi Engineers, LLC, a limited liability company organized and existing under the laws of the State of Montana ("BELLC"), impliedly assumed BEI's obligations under the NDA/PRA. BELLC is a successor to BEI under the NDA/PRA. BELLC is BEI's successor under the NDA/PRA for purposes of successor liability. BELLC is bound by the terms and provisions of the NDA/PRA.
5. On November 30, 2013, REC terminated its relationship with BELLC and demanded that BELLC provide all copies of all "Confidential Information" (as that term is defined in the NDA/PRA) at issue to REC including without limitation all "REC Provided Information" and all "BELLC Created Information", as those terms are defined herein below.
6. BELLC failed to provide REC with all "Confidential Information" (as that term is defined in the NDA/PRA).
7. BELLC has been adjudicated to be in breach of the NDA/PRA.
8. This Judgment is hereby entered against BELLC and in favor of REC as to REC's breach of contract claim and its specific performance remedy.
9. This Judgment is hereby entered against BELLC and in favor of REC as to each affirmative defense asserted by BELLC in this action.

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

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

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

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

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

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

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

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

IT IS SO ADJUDGED.

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