

FILED

MAY 06 2019

HARTFORD J.D.

DOCKET NO.: X07-HHD-CV-14-6049281-S	:	SUPERIOR COURT
	:	
DUR-A-FLEX, INC.	:	
	:	JUDICIAL DISTRICT OF
v.	:	HARTFORD
	:	
SAMET DY	:	MAY 6, 2019

Articulation of Memorandum of Decision

In its decision on the first phase of this trial the court found that the plaintiff Dur-a-Flex maintained certain things as trade secrets. The decision did not find that the manufacturing process standard procedures were trade secrets. This articulation will explain why.

The evidence showed Dur-a-Flex followed standing operating procedures when mixing chemicals to create the products at issue. The purpose of following the procedures was to ensure continuity between batches. The standing operating procedures governed the length of mixing time, the choice of blades, the choice whether to run the machine continuously and how and when chemicals would be added.

There was testimony that Dur-a-Flex experimented with different approaches to these procedures before settling on standard operating procedures. Nonetheless, the court is convinced based upon the nature of the experiments performed, the number of them, and their relative simplicity that the mixing procedures at issue were readily ascertainable by skilled industry operatives. The experiments involved simple

variations of the procedures readily imagined by any skilled person trying to create a stable mixture. There was no great length of time spanned in the development of the standard operating procedures, no extensive or sophisticated chemical research or industry benchmarking and no large number of trials. With inconsiderable effort a Dur-a-Flex rival could have devised these procedures without help.

Under General Statutes § 35-51 (d) a thing can't be a trade secret if it is readily ascertainable. Therefore, the court has concluded the Dur-a-Flex standard operating procedures aren't trade secrets.

BY THE COURT

A handwritten signature in black ink, appearing to be 'Moukawsher', written over a horizontal line.

Moukawsher, J.