

**UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE**

STRATEGIC MAINTENANCE	)	
SOLUTIONS, INC.,	)	
	)	
Plaintiff,	)	
	)	Docket no. 2:08-cv-278-P-S
v.	)	
	)	
PRACTIVE SOLUTIONS, INC., KEVIN	)	
D. CLARK & G. MICHAEL COOPER,	)	
	)	
	)	
Defendants.	)	

**CONSENT JUDGMENT & ORDER**

Before the Court is the Joint Motion for Entry of Amended Consent Judgment and Order (Docket # 24). The Motion is GRANTED. With the consent of all parties, the Court hereby ORDERS as follows:

1. Judgment shall enter in favor of Plaintiff and against all Defendants on all Counts of the Plaintiff's complaint.
2. Damages shall be awarded to Plaintiff in the amount of \$100,000.00, inclusive of attorney's fees incurred to date.
3. Defendants, their officers, employees, agents and representatives (as the case may be) shall be enjoined as follows: For a period of two (2) years from the date of this Order or the date as calculated in paragraph 4 below, whichever is later, Defendants shall not engage in any of the activities listed below with any of the following corporations, their subsidiaries or affiliates: Johnson & Johnson, DePuy Orthopaedics, Inc., Ethicon, Medtronic, Inc., Biomet 3i, Boehringer Ingelheim Corporation, and Lantheus Medical Imaging and Symmetry Medical, Inc.:
  - i. contact, solicit, engage in or otherwise conduct any business or undertake any work in any capacity or form whatsoever, including but not limited to as employees, officers, consultants, directors or agents; and
  - ii. contact or solicit on their own behalf or on behalf of any other person any of Plaintiff's current employees or former employee who have worked for the Plaintiff for the period commencing twelve (12) months prior to the date of this Order.

4. Paragraph 3 above notwithstanding Defendants shall be permitted to complete the work for which they are currently under contract with DePuy Orthopaedics, Inc., Medtronic, Inc., Biomet 3i, Boehringer Ingelheim Corporation, Lantheus Medical Imaging and Symmetry Medical, Inc. and identified on the appendix attached hereto (the "Existing Contracts"). The work permitted by this paragraph shall be strictly limited to the scope of work covered by the Existing Contracts and must be completed no later than June 15, 2009. The injunction set forth in paragraph 3 shall be extended for each company listed above for an equal amount of time as is required to complete the work of the Existing Contracts. In the event Defendants receive or propose a change order to any Existing Contract, Defendants shall provide Plaintiff with a copy of such change order request prior to acceptance or submission thereof to the client and Defendants may not accept any Change Order except with Plaintiff's prior written consent, which may be withheld at Plaintiff's discretion. If such consent is given, Defendants shall pay to Plaintiff within thirty (30) days of receipt an amount equal to 50% of any increase in the contract amount resulting from any change order.

5. Defendants shall immediately cease and desist from using or disclosing any and all of the Plaintiff's confidential and proprietary materials including but not limited to the Plaintiff's Reliability Assessment Program, Validation and Implementation Programs and Failure Hierarchy Program, and any documentation in support of such programs and shall immediately turn over to the Plaintiff all paper copies of said proprietary programs and documents and shall further render and otherwise destroy all electronic copies of Plaintiff's confidential and proprietary material stored on any computer, hard drive or other storage medium in the Defendants' possession or control.

6. For the purposes of this Order Plaintiff's "confidential and proprietary material" shall mean any and all confidential, proprietary or trade secret information, whether disclosed, directly or indirectly, verbally, in writing or by any other means in tangible or intangible form, including that which is conceived or developed by any employee, applicable to or in any way related to: (i) the present business of Plaintiff, including proposals for work from present or potential customers and ; (ii) the research and development of Plaintiff's products and services. Without limiting the generality of the foregoing, Confidential Information includes: (a) the development and operation of Plaintiff's business, including information relating to budgeting, staffing needs, marketing, pricing, research, customer relationships, equipment capabilities, and other information concerning such facilities and operations and specifically including the procedures and business plans developed by Plaintiff; (b) contractual arrangements between Plaintiff and its customers, including without limitation the entities identified in Paragraph 3, above; (c) the databases of Plaintiff; (d) the research protocols of Plaintiff; and (e) other confidential information of the Plaintiff that is not generally

known to the public that gives Plaintiff the opportunity to obtain an advantage over competitors who do not know or use it, including the Plaintiff's Reliability Assessment Program and protocols related thereto, Validation and Implementation Program and protocols related thereto and the Plaintiff's Failure Hierarchy Program and protocols related thereto. Confidential and proprietary material also includes the names, addresses, telephone numbers or special needs of any of Plaintiff's customers, (but does not include any customer contact which Defendants can establish were known to them prior to their employment with Plaintiff), its marketing methods and related data, lists or other written records used in Plaintiff's business, compensation paid to employees and other terms of employment, accounting ledgers and financial statements, contracts and licenses, business systems, business plan and projections, computer programs, and constitutes other important, material, and confidential trade secrets that affect the successful conduct of Plaintiff's business and its goodwill.

7. Within thirty (30) days of entry of this Judgment and Order, Defendants shall provide to the Plaintiff certification that all copies of the Plaintiff's confidential and proprietary information and supporting documentation, including without limitation Plaintiff's Failure Hierarchy, Reliability Assessment Program and Validation and Implementation Programs have been destroyed or turned over as required by this Order.

8. Defendants are jointly and severally liable for all damages awarded hereby.

9. Defendants hereby waive any jurisdictional defenses relating to this Court's jurisdiction over their person and consent to the continuing jurisdiction of this Court to enforce this Consent Judgment and Order pursuant to its terms.

The Clerk is directed to enter on the docket Judgment in favor of Plaintiff and against the Defendants as set forth herein, plus costs in the amount of \$837.85. Execution of this Judgment to issue forthwith.

SO ORDERED.

/s/ George Z. Singal  
Chief U.S. District Judge

Dated this 25<sup>th</sup> day of September, 2008.

**Plaintiff**

**STRATEGIC MAINTENANCE  
SOLUTIONS INC**

represented by **CHRISTIAN T. CHANDLER**  
CURTIS, THAXTER, STEVENS,  
BRODER, & MICOLEAU  
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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**PRACTIVE SOLUTIONS INC**

represented by **MICHAEL A. HODGINS**  
BERNSTEIN, SHUR  
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P.O. BOX 5057  
AUGUSTA, ME 04332-5057  
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*ATTORNEY TO BE NOTICED*

**Defendant**

**KEVIN D CLARK**

represented by **MICHAEL A. HODGINS**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Defendant**

**G MICHAEL COOPER**

represented by **MICHAEL A. HODGINS**  
(See above for address)  
*ATTORNEY TO BE NOTICED*