

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

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MICHIGAN BLUEBERRY GROWERS	:	
ASSOCIATION, a Michigan non-profit corporation,	:	
	:	
Plaintiff,	:	
	:	Case No. 1:14-cv-910-JTN
v.	:	
	:	HON. JANET T. NEFF
BRENDA REEVES et al,	:	
	:	
Defendants.	:	
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**PLAINTIFF’S RESPONSES TO
DEFENDANT TRUE BLUEBERRY MANAGEMENT, LLC’S
FIRST SET OF REQUESTS FOR ADMISSION**

Plaintiff, Michigan Blueberry Growers Association, by its attorneys, Jackson Lewis P.C., states the following in response to Defendant True Blueberry Management, LLC’s First Set of Requests for Admission:

REQUESTS FOR ADMISSION

1. Admit that MBG knew that REEVES backed up the MBG LAPTOP using external devices prior to termination of her employment with MBG.

ANSWER: Admitted that MBG knew that Reeves backed up the work product on her laptop. Denied that MBG knew that Reeves also backed up information which was already safely stored on MBG’s servers.

2. Admit that REEVES continued working for MBG for a transitional period in excess of two weeks after she informed MBG of her intent to resign.

ANSWER: Denied as untrue. MBG discussed permitting her to continue working with MBG during a transitional period; however, when MBG learned that Reeves was going to work for True Blue, MBG did not extend that offer.

3. Admit that REEVES did not disclose any MBG trade secrets or confidential or proprietary information to TRUE BLUE.

ANSWER: MBG denies as untrue on the basis of lack of knowledge that Reeves did not disclose this information. MBG makes this denial because Reeves has not permitted a key-word search analysis on her laptop, which was used to open and access MBG files while she was working for True Blue. Until a key-word search can be completed, MBG is unable to determine whether Reeves disclosed MBG trade secrets, proprietary or confidential information to True Blue. Moreover, circumstantial evidence suggests that Reeves took such information with the intention of improperly using it. In addition to the statements of John Connor that have been previously identified, Reeves copied all MBG files on an external hard drive contemporaneously with her resignation. Forensic analysis reveals that Reeves has accessed MBG files after her employment with MBG ended and her employment with True Blue began.

4. Admit that REEVES did not use any MBG trade secrets or confidential or proprietary information after termination of her employment with MBG.

ANSWER: Denied as untrue. Forensic analysis determined that Reeves accessed MBG files on her laptop after beginning employment with True Blue. Moreover, circumstantial evidence suggests that Reeves took such information with the intention of improperly using it. In addition to the statements of John Connor that have been previously identified, Reeves copied all MBG files on an external hard drive contemporaneously with her resignation. Forensic analysis reveals that Reeves has accessed MBG files after her employment with MBG ended and

her employment with True Blue began. Additionally, Reeves refuses to permit additional forensic examination, which will confirm her claims that she has allegedly not used this information improperly.

5. Admit that REEVES has not possessed any computer devices containing MBG trade secrets or confidential or proprietary information since delivering the USB DRIVES to MBG.

ANSWER: Denied as untrue on the basis of lack of knowledge. MBG makes this denial because Reeves has not permitted a key-word search analysis on her laptop, which was used to open and access MBG files while she was working for True Blue. Until a key-word search can be completed, MBG is unable to determine whether Reeves continues to retain MBG files. Moreover, circumstantial evidence suggests that Reeves took such information with the intention of improperly using it or continuing to retain it. Reeves copied all MBG files on an external hard drive contemporaneously with her resignation. Forensic analysis reveals that Reeves has accessed MBG files after her employment with MBG ended and her employment with True Blue began.

6. Admit that MBG did not identify any MBG trade secrets or confidential or proprietary information on TRUE BLUE's computer devices through the FORENSIC ANALYSIS PROTOCOL.

ANSWER: Admitted that the initially agreed upon protocol did not identify any MBG trade secrets or confidential proprietary information on True Blue's computer devices. MBG denies as untrue on the basis of lack of knowledge that True Blue computer devices do not contain any such information. MBG makes this denial on this basis because Reeves has not permitted a key-word search analysis on her laptop, which was used to open and access MBG

files while she was working for True Blue. Until such word search can be done, MBG will be unable to determine whether True Blue computer devices contain MBG trade secrets or confidential or proprietary information.

7. Admit that MBG did not identify any MBG trade secrets or confidential or proprietary information on REEVES' computer devices through the FORENSIC ANALYSIS PROTOCOL.

ANSWER: Denied as untrue. MBG identified files that Reeves accessed from her external devices on her laptop computer from an external device while employed by True Blue. See MBG's motion to conduct additional forensic analysis for the complete discussion of the files that she, at the very least, accessed on her laptop.

8. Admit that the 25 "MBG identified files" listed in Paragraph 20 of the SECOND SCHARRINGHAUSEN DECLARATION do not contain MBG trade secrets or confidential or proprietary information.

ANSWER: Denied as untrue.

9. Admit that the allegation in Paragraph 64 of the COMPLAINT that TRUE BLUE "used a feasibility study stored in MBG electronic files and unlawfully taken by Reeves upon her resignation" is false.

ANSWER: Denied as untrue on the basis of lack of knowledge. Forensic analysis determined that Reeves had, in fact, copied a feasibility study regarding cold storage of produce to her own personal storage device. Until a key-word search can be completed on Reeves' laptop, MBG will be unable to determine whether Reeves has used that information to benefit

True Blue. Moreover, circumstantial evidence suggests that Reeves took such information with the intention of improperly using it. Reeves copied all MBG files, including files related to the feasibility of cold storage—which she had no legitimate reason to access—on an external hard drive contemporaneously with her resignation. Forensic analysis reveals that Reeves has accessed MBG files after her employment with MBG ended and her employment with True Blue began.

10. Admit that TRUE BLUE has not used source code from PRODUCE TRACK in development of its own software.

ANSWER: MBG denies as untrue on the basis of lack of knowledge that True Blue has not used source code from Produce Track in development of its own software. MBG makes this denial because True Blue has not permitted a key-word search analysis on its computer devices. Until a key-word search can be done, MBG will be unable to determine whether MBG's source code was used to develop True Blue's software. Moreover, circumstantial evidence suggests that Reeves took such information with the intention of improperly using it. Reeves copied all MBG files on an external hard drive contemporaneously with her resignation. Forensic analysis reveals that Reeves has accessed MBG files after her employment with MBG ended and her employment with True Blue began.

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Dated: June 15, 2015

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