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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91175363
Party	Plaintiff Mr.RonaldM.Creatore
Correspondence Address	Mr. Ronald M. Creatore HEVUN Diversified Corporation P.O. Box 3388 BOARDMAN, OH 44513 UNITED STATES rcreatore@hevun.com
Submission	Other Motions/Papers
Filer's Name	Ronald M. Creatore
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Signature	/Ronald M. Creatore/
Date	12/05/2008
Attachments	2008-1205 TTAB LETTER 01.pdf (21 pages)(4660296 bytes)

5 December 2008

Ronald M. Creatore
P.O. Box 3388
Boardman, OH 44513-3388

United States Patent and Trademark Office
Trademark Trial and Appeal Board
Attn: Ms. Elizabeth A. Dunn
2900 Crystal Drive
Arlington, VA 22202-3513

RE: Opposition #91175363

Dear Ms. Dunn:

As per your order dated 11/18/2008, attached please find the following documents:

1. Draft copy of complaint which was filed against Parker Hannifin Corporation in Cuyahoga County, Ohio [Case #2007-CV-18267].
2. Time-stamped copy of answer filed by Parker Hannifin Corporation in Mahoning County, Ohio [Case #2007-CV-3757], in response to above-referenced complaint

I visited the Mahoning County Court this past Thursday, 12/04/2008, and I was advised by the clerk that the original of the time-stamped complaint was not available from their file for copying as it was believed that the file was being held by the bailiff of the visiting judge who is handling the case. If counsel for Parker Hannifin Corporation takes issue relative to the enclosed draft copy of the complaint being a fair representation of the complaint which is pending, I would ask for an extension to your original 30 day deadline so that I can continue to work with the Mahoning County Court to locate the original of this pleading so that it may be copied for your file. Otherwise, I will proceed with the understanding that the documentation being forwarded as attached hereto is sufficient to satisfy your order.

Very Truly Yours,

/Ronald M. Creatore/

Ronald M. Creatore

IN THE COURT OF COMMON PLEAS
CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

PNH, INC.)
P.O. Box 889)
Canfield, Ohio 44406)

CASE NO. CV 07 18267

JUDGE TIMOTHY J. MCGINTY

AND)
)

DIVERSIFIED PROCESS COMPONENTS, INC.)
500 McClurg Road)
Boardman, Ohio 44512)

**PLAINTIFFS' FIRST
AMENDED COMPLAINT**

AND)
)

HEVUN DIVERSIFIED CORPORATION)
500 McClurg Road)
Boardman, Ohio 44512)

**FOR INTERFERENCE
WITH CONTRACT;
MISSAPPROPRIATION OF
TRADE SECRETS;
UNJUST ENRICHMENT;
USURPATION; UNFAIR
COMPETITION; INJUNCTION**

AND)
)

RONALD M. CREATORE)
c/o RODERICK LINTON LLP)
1500 One Cascade Plaza)
Akron, OH 44308)

JURY DEMAND

Plaintiffs)
)

vs.)
)

PARKER HANNIFIN CORPORATION,)
C/O CT Corporation, Statutory Agent)
1300 East 9th Street)
Cleveland, Ohio 44114)

Defendant)
)

Inc., and Ronald M. Creators' Complaint against Parker Hannifin Corporation, state as follows:

1. Plaintiff PNH, Inc. (hereinafter "PNH"), is an Ohio corporation in good standing.

2. Plaintiff HEVUN Diversified Corporation (hereinafter, "HDC") is an Ohio

corporation in good standing.

3. Plaintiff Diversified Process Components, Inc. (hereinafter "DPC") is an Ohio

corporation in good standing.

4. Plaintiff Ronald M. Creatore (hereinafter "Creatore") is an individual residing in

Chapel Hill, North Carolina.

5. Defendant Parker-Hannifin Corporation ("Parker") is an Ohio Corporation in good

standing. Parker's principal place of business is located in Cuyahoga County.

6. Girton Oakes & Burger, Inc. ("GO&B") was engaged in the business of distributing

equipment, components (such as stainless steel fittings and valves) and repair parts to producers of food, dairy, beverage and pharmaceutical products through early 2003.

7. In 2000, Creatore negotiated a purchase price for the acquisition of all of the

outstanding common stock of GO&B on behalf of an investment group (which was ultimately formalized by the formation of USSC), the ownership of which was comprised of Creatore, William Sayavich and David Barnitt.

8. USSC was formed by Creatore, William Sayavich ("Sayavich") and David Barnitt

("Barnitt") in November of 2000 to purchase the common stock of GO&B.

9. On or about January 2, 2001, Sayavich entered into an employment agreement

with GO&B. A copy of the Sayavich employment agreement is attached as Ex. 1. Paragraph

o of this employment agreement precludes Sayavich from disclosing confidential business information of GO&B and from competing with GO&B or its assigns.

10. PNH, DPC, HDC and Creatore are the assignees of these contractual obligations of Sayavich pursuant to an Order from the Sixth Circuit Court of Appeals.

11. On or about January 2, 2001 Creatore, Sayavich, Barnitt and USSC also executed a Close Corporation Agreement (“CCA”) and various other agreements, all for the benefit of one another. Paragraph 11 of the CCA contains business protection covenants similar to those contained in Sayavich's employment agreement with GO&B and a consulting agreement with USSC. A copy of the CCA is attached as Ex. “2” and a copy of the consulting agreement is attached as Ex. “3”.

12. By the spring of 2003, Provident Bank had notified GO&B, USSC, Barnitt, Sayavich and Creatore that GO&B and USSC were in default on their loans with Provident Bank. Provident Bank was demanding payment in full and that the loans be purchased by Creatore, Barnitt and/or Sayavich to avoid a foreclosure.

13. Creatore requested contribution from Barnitt and Sayavich who declined. Creatore then borrowed funds and formed PNH, Inc. for purposes of purchasing the Provident loans. This loan purchase closed on April 23, 2003.

14. Approximately one hour after Creatore and PNH closed on the loan purchase, GO&B's largest supplier and creditor filed an involuntary bankruptcy petition against GO&B in the Federal Bankruptcy Court, Northern District of Ohio. Barnitt and Sayavich cooperated with Alfa Laval in filing this bankruptcy immediately after Creatore and PNH assumed all of the debt of GO&B.

15. Subsequently, the Bankruptcy Court approved a settlement between the Trustee of the GO&B estate and PNH, Creatore and DPC (among others) whereby all of the intangible

property rights of GO&B were assigned to PNH and its assigns. This included any rights associated with the trade name "Stainless Performance". This also included the rights to preclude Sayavich from disclosing confidential information of GO&B or from competing with GO&B or its assigns, namely Plaintiffs in this case.

16. The trade name "Performance Stainless" was registered with the Ohio Secretary of State by HDC and Plaintiffs have the exclusive right to utilize this name.

17. After the bankruptcy filing, on or about May 1, 2003, the CCA was modified to permit the transfer of USSC's contract rights to Creatore, HEVUN and/or DPC.

18. USSC, transferred and properly assigned all of its intangible property rights exclusively to HEVUN, DPC and Creatore, including, but not limited to, the right to enforce the non-compete and the non-disclosure BPC restrictions granted in favor of USSC by Sayavich and Barnitt pursuant to paragraph 11 of the CCA, and pursuant to the Consulting Agreements executed by and between USSC and Sayavich, as well as USSC and Barnitt.

19. In 2002, a year prior to GO&B being forced into bankruptcy, Barnitt and Sayavich started to set up a competing business in violation of the non-compete agreements. Particularly Barnitt and Sayavich intended to use the trade name Performance Stainless and launch a new company to directly compete with GO&B's BuyPep product line.

20. Commencing in June of 2003, Parker solicited Sayavich to disclose all of the proprietary trade secret information of GO&B and USSC. This included information relating to customers, vendors, suppliers as well as pricing and other proprietary and trade secret information.

21. On or about September 1, 2003, Parker hired Sayavich for the sole purpose of gaining additional access to proprietary and trade secret information in order to be able to unfairly compete with Plaintiffs.

22. Parker had actual and constructive knowledge that certain agents, vendors and

suppliers were either under contract to provide exclusive services to Plaintiffs, or that the identity of the agents, vendors or suppliers were protected by contract and/or statutory provisions, including the Trade Secret Act and other statutory provisions.

23. Notwithstanding this knowledge, Parker has solicited and utilized these agents, vendors and suppliers to provide the same or similar services for Parker in direct violation of contractual and statutory protections.

24. Parker also had actual or constructive knowledge that certain agents, vendors and suppliers were under contract to refrain from utilizing confidential, proprietary and copyright information and property owned by HDC/DPC for the benefit of any third party. Notwithstanding this knowledge, Parker has solicited these agents, vendors and suppliers to breach said contracts, including, but not limited to, causing Robert Palowitz and his graphic art design firm, Palo Creative, to utilize HDC/DPC's protected intangible property to prepare a catalog to be used to compete against HDC/DPC in the Sanitary Processing Industry.

Count One-Interference with Contract

25. Paragraphs 1 through 24 are incorporated as if fully rewritten herein.

26. On or about July 25, 2003, a Compromise Settlement Agreement between the Trustee of GO&B in bankruptcy (Mark Beatrice, Esq.) and PNH was approved by the Bankruptcy Court for the Northern District of Ohio, which effected the assignment to PNH and its assigns all intangible property owned by GO&B. This assignment included, but was not limited to, GO&B's customer list, GO&B's employment agreement with Sayavich, and GO&B's trade names and trade marks including those associated with "Performance Stainless".

27. At the latest, by the fall of 2003, Parker was notified of the fact that Sayavich's contractual obligations contained in the GO&B employment agreement, the USSC consulting agreement and the CCA were assigned to Plaintiffs. This determination was made in the Federal

Bankruptcy Court in the summer of 2003 and later confirmed by the Sixth Circuit Court of Appeals.

28. Notwithstanding, Parker launched a competing product line using Plaintiffs trade name and trade mark in April of 2004.

29. Parker's interference with the Sayavich employment agreement, the Sayavich consulting agreement and the CCA was intentional, was not privileged and caused damages to Plaintiffs in an amount to be proven at the time of trial.

30. Parker's actions were also wanton, willful and malicious entitling Plaintiffs to punitive damages.

Count Two-Interference with Contract

31. Paragraphs 1 through 30 are incorporated as if fully rewritten herein.

32. On or about May 15, 2002, HDC entered an exclusive consulting agreement with a citizen of the Peoples Republic of China, John Shi ("Shi"), whereby Shi agreed to provide exclusive consulting and advisory services to HDC relating to exporting and importing products between the United States and China. The consulting agreement provides that Shi will not compete with HDC or any affiliate thereof, nor disclose information protected by the agreement or provide similar services to any competitor for a period of two (2) years after the termination of the agreement with HDC. A copy of this agreement with John Shi is attached as Ex. "4".

33. In or around September of 2003, Parker hired Sayavich for the sole purpose of gaining access to the confidential and proprietary information protected by the business protection covenants contained in GO&B employment agreement, the USSC consulting agreement and the CCA.

34. Subsequently, Parker, by and through its employee and agent Sayavich, solicited Shi to breach his consulting agreement with HDC.

35. Defendant Parker had knowledge of the contract between HDC and Shi, and notwithstanding this knowledge, intentionally interfered with this contract by soliciting Shi to provide the same services for Parker that Shi was providing for the sole and exclusive benefit of HDC.

36. On or about August 14, 2003, HDC contracted with Robert Palowitz and Palo Creative, PLL (hereinafter collectively referred to as "Palowitz") for the exclusive rights to certain catalog design files. Pursuant to a written contract, Palowitz agreed to refrain from disclosing any of the information contained in the protected design files to any third party without the express written consent of HDC. A copy of this contract between HDC and Palowitz is attached as Ex. "5".

37. In September of 2003, Parker, by and through its employee and agent Sayavich, solicited Palowitz to provide information protected by the agreement between Palowitz and HDC.

38. In December of 2004, Parker published a catalog referencing PNH's copyrights in the catalog which had been created almost solely from the duplicated design files owned by HDC, which were to be protected pursuant to the contract between Palowitz and HDC.

39. Parker's actions in interfering with HDC's contract with Shi and Palowitz were intentional, were not privileged and caused damages to Plaintiffs in an amount to be proven at the time of trial.

40. Parker's actions were also wanton, willful and malicious entitling Plaintiff to punitive damages.

Count Three-Misappropriation of Trade Secrets

41. Paragraphs 1 through 40 are incorporated as if fully rewritten herein.

42. The information unlawfully obtained by Parker through its agent and employee

Sayavich, including but not limited to customer lists, vendor lists, contact information, pricing information, market information and technical information owned by PNH, HDC, DPC and Creatore included trade secrets.

43. Parker misappropriated this trade secret information when hiring Sayavich, knowing that the only reason to hire Sayavich was to improperly secure this trade secret information even though Parker knew that Sayavich was precluded from its disclosure by contract and various statutory provisions.

44. Parker's misappropriation occurred without Plaintiffs consent and was willful and malicious.

45. Parker's use of Plaintiffs trade secrets and confidential information was unauthorized and in violation of Ohio Revised Code §1333.61 through §1333.64.

46. Plaintiffs have suffered actual damages from loss of profits, both current and prospective, loss of goodwill, and other damages as a result of Parker's misappropriation of trade secrets and confidential information. Plaintiffs are entitled to injunctive relief pursuant to ORC §1333.62.

47. Parker's actions were also wanton, willful and malicious entitling Plaintiffs to punitive and exemplary damages pursuant to ORC §1333.63.

Count Four-Unjust Enrichment

48. Paragraphs 1 through 47 are incorporated as if fully rewritten herein.

49. A benefit was conferred upon Parker by Plaintiffs as Plaintiffs developed proprietary information through substantial cost and utilization of extensive resources from January of 2001 through 2003.

50. Parker knew (or should have known) of the benefit of this information, if not sooner, by October of 2003, when Sayavich disclosed to Parker that Plaintiffs possessed a claim to

the exclusive right of possession, benefit and entitlement to this information. Notwithstanding the above, Defendant retained the benefit of this information by launching its Performance Stainless product line in the spring of 2004.

51. It would be unjust for Parker to reap the financial benefits from the sale of the Performance Stainless product line.

52. Plaintiffs are entitled to damages in an amount equal to the benefit conferred upon Defendant.

Count Five-Usurpation of Corporate Opportunity

53. Paragraphs 1 through 52 are incorporated as if fully rewritten herein.

54. The private label product line, BuyPEP.com, was developed at the considerable expense and with the use of extensive resources of and by GO&B and USSC in 2002. The “Performance Stainless” name and logo was also developed at the considerable expense and with the use of extensive resources paid for or owned by GO&B and USSC, as well as pursuant to numerous contractual protections negotiated in favor of GO&B and USSC.

55. The opportunities associated with this product line and the name “Performance Stainless” were wrongfully taken from Plaintiffs by Defendant.

56. Parker willfully, wantonly, intentionally, and maliciously usurped existing and future opportunities from Plaintiffs in conscious disregard of their legally-protected rights and interests.

57. Plaintiffs are entitled to compensatory damages because Parker's conduct denied Plaintiffs of the benefits of such business opportunities, and have caused Plaintiffs actual damages, including, but not limited to, loss of profits, both current and prospective, and increased expenditures associated with efforts that the Plaintiffs must take to protect the value of their intangible assets.

58. Plaintiffs are also entitled to an award of punitive damages for Parker's wanton, willful, and malicious conduct.

Count Six-Unfair Competition and Deceptive Trade Practices

59. Paragraphs 1 through 58 are incorporated as if fully rewritten herein.

60. Parker's conduct constitutes Deceptive Trade Practices as defined pursuant to Ohio Revised Code §4165.02 (A) and (B).

61. Defendants' conduct also constitutes Unfair and Deceptive Trade Practices under common law.

62. As a result of Defendants' conduct, Plaintiffs are entitled to damages in an amount to be determined at trial.

63. Plaintiffs are further entitled to injunctive relief pursuant to Ohio Revised Code §4165.03.

Count Seven-Injunctive Relief

64. Paragraphs 1 through 63 are incorporated as if fully rewritten herein.

65. Plaintiffs will be irreparably harmed absent injunctive relief.

66. Plaintiffs entered into a settlement agreement with Willam Sayavich that included an agreement that Plaintiffs would not seek any injunction that would impact the employment of William Sayavich. Accordingly, Plaintiff is seeking injunctive relief but only to the extent that such relief would not require the termination of Sayavich.

67. Plaintiffs are entitled to injunctive relief pursuant to Ohio Revised Code §1333.62 and §4165.03.

68. Plaintiffs' are also entitled to Injunctive relief as their remedies at law are inadequate.

69. Plaintiffs' are entitled to temporary, preliminary and permanent injunctive relief

pursuant to which Defendant Parker is restrained and enjoined from engaging in any activities which constitute an interference with the agreement between HDC and Shi.

70. Plaintiffs' are entitled to temporary, preliminary and permanent injunctive relief pursuant to which Defendant Parker Hannifin Corporation is restrained and enjoined from engaging in any activities which constitute an interference with the agreement between HDC and Palowitz.

71. Plaintiffs' are entitled to temporary, preliminary and permanent injunctive relief pursuant to which Defendant Parker Hannifin Corporation is restrained and enjoined from engaging in any activities (i) which constitute an interference with the compromise settlement agreement between the Bankruptcy Trustee and PNH, the CCA or the Sayavich consulting agreement, all of which contain business protection covenants which refrain Sayavich from disclosing proprietary business information of GO&B and USSC and from competing with GO&B and USSC.

Wherefore Plaintiffs' pray for judgment as follows:

- a) That on all counts, Plaintiffs be awarded compensatory damages against Parker Hannifin Corporation in an amount to be proven at the time of trial.
- b) That on counts one through seven, Plaintiffs be awarded punitive, exemplary and treble damages in an amount to be determined at the time of trial.
- c) That on counts three, six and seven, Plaintiffs be awarded injunctive relief against Parker Hannifin Corporation precluding Defendant from utilizing Plaintiff's trade names and trade marks and from conducting business with Plaintiff's customers, vendors, suppliers and other business contacts obtained through unlawful means.
- d) That on counts three and six, Plaintiffs be awarded reasonable attorney fees.
- e) That on count seven, Plaintiffs be entitled to injunctive relief.

f) For all other relief that the Court deems equitable and just;

Respectfully submitted,

TIMOTHY J. TRUBY (#0023370)
DAVID S. NICHOL (#0072194)
RODERICK LINTON LLP
1500 One Cascade Plaza
Akron, OH 44308
330-434-3000

JURY DEMAND

A trial by jury is demanded on all counts herein.

Attorney for Plaintiff

CERTIFICATE OF SERVICE

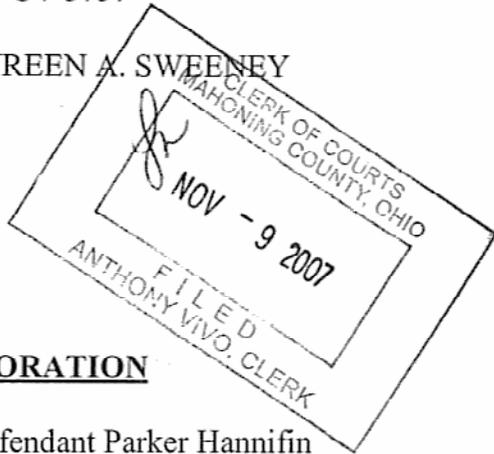
A copy of the foregoing was sent by U.S. regular mail on the 5th day of April, 2007 to the following:

Thomas Zych, Esq.
Thompson Hine, LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114

IN THE COURT OF COMMON PLEAS
CIVIL DIVISION
MAHONING COUNTY, OHIO

PNH, INC., et al.,)
)
Plaintiffs,)
v.)
)
PARKER HANNIFIN CORPORATION,)
)
Defendant.)

CASE NO. 07 CV 3757
JUDGE MAUREEN A. SWEENEY



ANSWER OF PARKER HANNIFIN CORPORATION

For its Answer to the Amended Complaint of Plaintiffs, Defendant Parker Hannifin Corporation ("Parker") answers as follows:

FIRST DEFENSE

1-4. Parker is without information or knowledge sufficient to form a belief as to the truth of the allegations in paragraphs 1 through and including 4 of the Amended Complaint, and it therefore denies them.

5. Parker admits the allegations in paragraph 5 of the Amended Complaint.

6-15. Parker is without information or knowledge sufficient to form a belief as to the truth of the allegations in paragraphs 6 through and including 15 of the Amended Complaint, and it therefore denies them. To the extent plaintiffs purport to characterize writings, Parker asserts that those writings speak for themselves.

16. Parker admits that plaintiff HDC has filed a trade name registration with the Ohio Secretary of State, denies that such filing is valid, denies that HDC, or any other of the plaintiffs, has any right in or to the purported trade name, and denies that any plaintiff has any right to use the Performance Stainless name.

17-19. Parker is without information or knowledge sufficient to form a belief as to the truth of the allegations in paragraphs 17 through and including 19 of the Amended Complaint, and it therefore denies them. To the extent plaintiffs purport to characterize writings, Parker asserts that those writings speak for themselves.

20. Parker denies the allegations in paragraph 20 of the Amended Complaint.

21. Parker denies the allegations in paragraph 21 of the Amended Complaint, except admits that it hired Sayavich as an employee effective September 1, 2003.

22-24. Parker denies the allegations in paragraphs 22 through and including 24 of the Amended Complaint, except to admit that it retained Palo Creative to prepare a catalog relating to certain of Parker's products.

25. In response to paragraph 25 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 24 of the Amended Complaint.

26. Parker is without information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 26 of the Amended Complaint, and it therefore denies them. To the extent plaintiffs purport to characterize a writing, Parker asserts that the writing speaks for itself.

27. Parker admits that certain of the Plaintiffs claimed to assert certain rights relating to purported contractual obligations of Sayavich in the fall of 2003. Parker also admits that the Bankruptcy Panel of the Sixth Circuit Court of Appeals has issued an opinion stating that plaintiff PNH was transferred certain intangible rights as part of the GOB bankruptcy proceedings. Parker specifically denies plaintiffs' characterization of this opinion and denies any remaining allegations in paragraph 27 of the Amended Complaint.

28. Parker admits that it sells certain sanitary processing components and denies the remaining allegations contained in paragraph 28 of the Amended Complaint.

29-30. Parker denies the allegations in paragraphs 29 through and including 30 of the Amended Complaint.

31. In response to paragraph 31 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 30 of the Amended Complaint.

32. Parker is without information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 32 of the Amended Complaint, and it therefore denies them. To the extent plaintiffs purport to characterize a writing, Parker asserts that the writing speaks for itself.

33. Parker denies the allegations in paragraph 33 of the Amended Complaint, except to admit that it hired Sayavich effective September 1, 2003.

34-35. Parker denies the allegations in paragraphs 34 through and including paragraph 35 of the Amended Complaint.

36. Parker is without information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 36 of the Amended Complaint, and it therefore denies them. To the extent plaintiffs purport to characterize a writing, Parker asserts that the writing speaks for itself.

37-40. Parker denies the allegations in paragraphs 37 through and including paragraph 40 of the Amended Complaint.

41. In response to paragraph 41 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 40 of the Amended Complaint.

42-47. Parker denies the allegations in paragraphs 42 through and including paragraph 47 of the Amended Complaint.

48. In response to paragraph 48 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 47 of the Amended Complaint.

49-52. Parker has moved to dismiss this count of the Amended Complaint, and no response is therefore necessary. To the extent a response is required, Parker denies the allegations in paragraphs 49 through and including paragraph 52 of the Amended Complaint.

53. In response to paragraph 53 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 52 of the Amended Complaint.

54-58. Parker has moved to dismiss this count of the Amended Complaint, and no response is therefore necessary. To the extent a response is required, Parker denies the allegations in paragraphs 54 through and including paragraph 58 of the Amended Complaint.

59. In response to paragraph 59 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 58 of the Amended Complaint.

60-63. Parker has moved to dismiss this count of the Amended Complaint, and no response is therefore necessary. To the extent a response is required, Parker denies the allegations in paragraphs 60 through and including paragraph 63 of the Amended Complaint.

64. In response to paragraph 64 of the Amended Complaint, Parker incorporates as if fully rewritten its answers to paragraphs 1 through 63 of the Amended Complaint.

65. Parker denies the allegations in paragraph 65 of the Amended Complaint.

66. Parker admits that plaintiffs entered into a settlement agreement with Sayavich dated March 13, 2007 and that plaintiffs purport to characterize a term of the settlement. Parker denies that plaintiffs have properly characterized the settlement, avers that the settlement speaks

SEVENTH DEFENSE

79. Plaintiffs' claims fail and/or are barred, in whole or part, because the rights to the contracts they allege were interfered with are not owned by Plaintiffs.

EIGHTH DEFENSE

80. Plaintiffs' claims are barred, in whole or part, by their unclean hands.

NINTH DEFENSE

81. Plaintiffs' claims fail, in whole or part, because the contractual provisions Plaintiffs claim were violated or interfered with are void and unenforceable as a matter of law.

TENTH DEFENSE

82. Plaintiffs' claims fail, in whole or part, because Sayavich was released pursuant to a settlement from the non-competition provision contained in Sayavich's employment agreement with Girton Oakes & Burger by the Trustee in Bankruptcy.

ELEVENTH DEFENSE

83. Plaintiffs' claims fail, in whole or part, because they have failed to attach the contracts that are the subject of their Amended Complaint as required by Ohio R. Civ. P. 10(D).

TWELFTH DEFENSE

84. Plaintiffs' claims fail, in whole or part, because they have failed to identify with particularity any trade secrets that were misappropriated by Parker.

THIRTEENTH DEFENSE

85. Plaintiffs' claims fail, in whole or part, because Plaintiffs have failed to take reasonable steps to protect any alleged trade secrets.

FOURTEENTH DEFENSE

86. There are no recognizable trade secrets or confidential proprietary information relating to the subject matter of Plaintiffs' purported claims in the Amended Complaint.

FIFTEENTH DEFENSE

87. Plaintiffs' claims fail, in whole or part, because Parker's actions were justified and/or privileged.

SIXTEENTH DEFENSE

88. Plaintiffs' claims fail, in whole or part, because one or more Plaintiffs are not real parties in interest.

SEVENTEENTH DEFENSE

89. Plaintiffs' claims fail, in whole or part, because one or more Plaintiffs lack standing to bring this action.

EIGHTEENTH DEFENSE

90. Plaintiffs' tortious interference with contract claims are preempted by Ohio's Uniform Trade Secrets Act, O.R.C. §§ 1333.61 - .69.

NINETEENTH DEFENSE

91. The Amended Complaint fails to state any claim or basis upon which punitive damages or attorneys' fees can be recovered.

TWENTIETH DEFENSE

92. Plaintiffs' claims fail, in whole or part, because of the doctrines of *res judicata* and/or collateral estoppel.

WHEREFORE, having fully answered the Amended Complaint, Parker requests that the

claims against it be dismissed in their entirety, with costs and expenses, including attorneys' fees, assessed against Plaintiffs and for such other equitable or legal relief as this Court deems just and proper.

Respectfully submitted,

THOMPSON HINE LLP



Thomas F. Zych (#0019942)
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3900 Key Center, 127 Public Square
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(216) 566-5500 (phone)
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Attorneys for Defendant
Parker Hannifin Corporation

JURY DEMAND

Parker demands trial by jury for all issues so triable.



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Attorneys for Defendant
Parker Hannifin Corporation

CERTIFICATE OF SERVICE

A copy of the foregoing Answer of Parker Hannifin Corporation was sent by regular U.S. Mail, postage prepaid, to the following on this 8th day of November, 2007:

David S. Nichol
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Akron, OH 44308

Jeffrey T. Witschey
WITSCHHEY, WITSCHHEY & FIRESTINE CO., LPA
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Akron, OH 44321



One of the Attorneys for Defendant
Parker Hannifin Corporation