



UNIVERSITY OF
MARYLAND
SCHOOL OF LAW

**PATENT LAW
UPDATE**

**BBA
Nonwovens
Simpsonville,
Inc.
v.
Superior
Nonwovens,
LLC**

Nos. 02-1053,
-1059, -1101
Federal Circuit
Aug. 30, 2002

***"[Under South
Carolina law,] a
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On August 30, 2002, the Federal Circuit affirmed, *inter alia*, the district court's order permanently enjoining Superior from using, selling, or otherwise disclosing the trade secrets of Fiberweb France, which related to spunbond nonwoven fabrics used in the production of other products, such as dryer sheets, filters, and carpet underlay. In addressing the South Carolina Trade Secrets Act (SCTSA), the Federal Circuit stated:

Prior to the SCTSA, [the case law provided that] a trade secret can exist in the unique combination of otherwise known components; although each of its parts, by itself, may be in the public domain, the unified process, design and operation of the combination may be the essence of the secret. [A]n unique combination of generally known elements or steps can qualify as a trade secret, if it represents a valuable contribution attributable to the independent efforts of the one claiming to have conceived it. The combination must differ materially from other methods revealed by the prior art. . . .

Superior has pointed to no provision of the statute, and we can find none, indicating that the South Carolina legislature intended to narrow the definition of a trade secret. [S]ubstantial evidence in the record supports a finding that the combination itself qualifies for protection Although Superior cites various published references showing summary descriptions of similar technology, substantial evidence of record establishes that the particular combination used by Fiberweb France was not generally known or readily ascertainable by the public.

[T]he record includes substantial evidence showing that Trimble had reason to know the information was secret and had been acquired by improper means. Trimble had been employed by Fiberweb France and hence knew or should have known that Fiberweb France maintained the quench chamber technology as a secret. Trimble admitted that he had access to the information during his employment by Fiberweb. Company documents, confirmed by testimony, show that he personally directed the transfer of the information to outside contractors, for the purpose of including Fiberweb France's quench chamber technology in Superior's production facility. We find that substantial evidence supports the jury verdict of misappropriation of Fiberweb France's trade secrets. . . .

Superior contends that the evidence in this case suggests the defendants were motivated by competition and not malice or an element of aggravation. [T]he record supports a finding of willful misappropriation. Trimble admitted that he had access to the information and the evidence shows that he personally directed the transfer of the information to outside contractors, for the purpose of including Fiberweb France's quench chamber technology in Superior's production facility. . . . Superior continued to pursue the design, even after being told by its contractor that it could not confirm whether the quench chamber designs were the same as Fiberweb France's because Fiberweb France's designs were secret. We find Superior's challenge to the jury's willfulness verdict, and the court's order upholding it, to be without merit.