

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

MALLET AND COMPANY INC.,

*Plaintiff,*

V.

ADA LACAYO, RUSSELL T. BUNDY  
ASSOCIATES, INC., d/b/a BUNDY  
BAKING SOLUTIONS, SYNOVA, LLC,  
and WILLIAM “CHICK” BOWERS,

*Defendants.*

CASE NO.: 2:19-cv-01409

# The Honorable Cathy Bissoon

**MALLET AND COMPANY INC.'S MOTION FOR PERMANENT INJUNCTION**

Pursuant to the Defend Trade Secrets Act (“DTSA”), the Pennsylvania Uniform Trade Secrets Act (“PUTSA”), the evidence adduced during the trial of the above-captioned action, and the jury verdict rendered on April 11, 2025, Plaintiff Mallet and Company Inc. (“Mallet”), through the undersigned counsel, respectfully moves the Court for entry of a permanent injunction against Defendants Russell T. Bundy Associates, Inc. d/b/a Bundy Baking Solutions (“Bundy”), Synova, LLC (“Synova”), Ada Lacayo (“Lacayo”), and William “Chick” Bowers (“Bowers”) (collectively, “Defendants”). In support of this Motion, Mallet submits an accompanying Memorandum of Law, and states as follows:

1. In this litigation, Mallet brought claims against Defendants for: (1) breach of contract; (2) breach of fiduciary duty; (3) tortious interference with contractual relations; (4) violations of DTSA; (5) violations of PUTSA; (6) inevitable disclosure of confidential information

and trade secrets; (7) aiding and abetting breach of fiduciary duty; (8) conversion; and (9) unfair competition.

2. Under 18 U.S.C. § 1836(b)(3)(A)(i) of DTSA, a court may grant an injunction to prevent any “actual or threatened misappropriation” on such terms as the court deems reasonable.

3. Similarly, under 12 P.S. § 5303(a) of PUTSA, “[a]ctual or threatened misappropriation may be enjoined” until the trade secret “has ceased to exist.”

4. On April 11, 2025, the jury determined that Mallet prevailed on the merits of all of its claims against Defendants. ECF No. 496.

5. With regard to the DTSA and PUTSA claims, the jury found that Defendants misappropriated eleven (11) of Mallet’s asserted trade secrets (“Mallet’s Trade Secret Information”). *Id.*

6. In light of the jury verdict, and as described in detail in the accompanying Memorandum of Law, Mallet is entitled to permanent injunctive relief under both the DTSA and PUTSA standards. Mallet has suffered and will continue to suffer *irreparable harm* caused by the Defendants’ ongoing trade secret misappropriation absent permanent injunctive relief. Monetary damages are not adequate to compensate Mallet for Defendants’ misappropriation. Defendants will suffer *no undue hardship* or harm as a result of granting Mallet’s Motion, as Defendants will still be able to continue with legitimate business activities. Even if the Court determines that there is some harm to Defendants, the harm to Mallet substantially outweighs any potential harm to Defendants. The public interest weighs strongly in favor of protecting trade secrets.

7. For the reasons described above, Mallet respectfully requests that the Court issue a permanent injunction order with the following relief: (1) a permanent injunction on Defendants’ use of Mallet’s trade secrets that the jury found qualified as trade secrets and were misappropriated

by the Defendants (“Mallet’s Trade Secrets”), including making, selling, offering for sale, distributing, or otherwise commercializing Synova’s Supra 130 product, any product with a substantially similar formula, and/or any product derived from Mallet’s Trade Secrets; (2) removal, quarantine, and destruction of all of Mallet’s Trade Secrets, Mallet’s Non-Public Formulas as reflected in Trial Ex. P-050 (formulas from Ms. Lacayo’s home), Trial Ex. P-004 (formulas from Dr. Zhou), and Trial Ex. P-008 (formulas provided to the Bundys from Mr. Galicic), and documents reflecting Mallet’s Trade Secrets and Non-Public Formulas in Defendants’ possession, and voluntary removal, quarantine, and destruction of Mallet’s other confidential information Defendants unlawfully obtained; (3) specific performance by Ms. Lacayo and Mr. Bowers on their non-disclosure agreements with Mallet; and for a period of four years, (4) a notice protocol, whereby Defendants must notify Mallet if they intend to hire a current or former Mallet employee with a noncompete agreement with Mallet, and a prohibition on hiring Ms. Lacayo or Mr. Bowers by Bundy, Synova, or any affiliate, and (5) annual audit rights to ensure compliance with the injunction order. The details of the requested relief are set forth in the [Proposed] Permanent Injunction Order, attached hereto.

WHEREFORE, Mallet respectfully requests that this Honorable Court enter the proposed order, filed herewith.

Dated: April 21, 2025

Respectfully submitted,

/s/ Carmine R. Zarlenga

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**CERTIFICATE OF SERVICE**

I hereby certify that I caused a true and correct copy of the foregoing to be filed on April 21, 2025, via CM/ECF, which system will serve notice of same on all parties registered to receive same via the ECF system.

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*Defendants.*

CASE NO.: 2:19-cv-01409

# The Honorable Cathy Bissoon

**[PROPOSED] PERMANENT INJUNCTION ORDER**

Upon consideration of Plaintiff Mallet and Company Inc.'s Motion for Permanent Injunction, pursuant to the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1836(b)(3)(A)(i), the Pennsylvania Uniform Trade Secrets Act, 12 P.S. § 5303(a), the evidence adduced during the trial of the above-captioned action, and the jury verdict rendered on April 11, 2025 and for good cause,

IT IS HEREBY ORDERED that Defendants Russell T. Bundy Associates, Inc. d/b/a Bundy Baking Solutions (“Bundy”), Synova, LLC (“Synova”), Ada Lacayo (“Lacayo”), and William “Chick” Bowers (“Bowers”) (collectively, “Defendants”) are immediately prohibited, enjoined, and restrained as follow:

### 1) Permanent Injunction on Use of Mallet's Trade Secret Information

- a. Defendants, their officers, agents, servants, employees, distributors, and resellers of any type, and all those persons in active concert or participation with any of them who receive actual notice of this order by personal service or otherwise, are permanently enjoined as of the date of this Order from performing any of the following actions:

- i. Possessing, accessing, reviewing, using, or disclosing Mallet's Asserted Trade Secret Nos. 14 (FG423 Vegalube Super Sun Release formula), 19 (FG427 Vegalube Super P Release formula), 20 (FG434 Thriftee EZ Release, NH formula), 27 (FG476 Thriftee Gold Release formula), 44 (Trough Grease L formula), 45 (Vegalube Super P formula), 50 (D-pan 60 formula), 51 (Canadian Special P formula), 62 (Vegalube Super P, NH formula), 64 (2016 Customer pricing/invoice information), 65 (Vegalube Super P Pan Oil Usage Comparison), all of which the jury found qualified as trade secrets and were misappropriated by the Defendants (*see* ECF No. 496) (collectively, "Mallet's Trade Secrets").
- ii. Making, having others make, selling, offering for sale, distributing, or otherwise commercializing anywhere in the world Synova's Supra 130 product, any product with a substantially similar formula, and/or any product derived from Mallet's trade secrets. This includes Synova's Supra 130 product as currently formulated, the formula of which is nearly identical to Mallet's Super P, NH formula. This also includes any future Synova products derived from Supra 130's current formula as well as any future products derived from Mallet's Trade Secrets. (*See* ECF No. 294-8, Ex. A at 44 (Figure 16), n.338 (noting that Synova identified Supra 130 as equivalent to Mallet's Super P formula)).

2) Removal, Quarantine, and Destruction of Mallet's Trade Secrets, Non-Public Formulas, and Other Business Confidential Information



- a. Defendants, their officers, agents, servants, employees, distributors and resellers of any type, and attorneys, and all those persons in active concert or participation with any of them who receive actual notice of the order by personal service or otherwise, shall undertake the following steps to remove from their possession and quarantine all of Mallet's Trade Secrets, Mallet's confidential non-public formulas as reflected in Trial Ex. P-050 (formulas from Ms. Lacayo's home), Trial Ex. P-004 (formulas from Dr. Zhou), and Trial Ex. P-008 (formulas provided to the Bundys from Mr. Galicic), (collectively, "Mallet's Non-Public Formulas"), and any information containing, concerning, or reflecting Mallet's Trade Secrets or Mallet's Non-Public Formulas ("Documents Reflecting Mallet's Trade Secrets and Non-Public Formulas"):
  - i. Defendants will each, at their own expense, engage an e-discovery vendor, that is approved by Mallet, to assist with the identification, collection, and removal of all of Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas.
  - ii. Defendants' third-party e-discovery vendor will inspect all data sources in the Defendants' possession that may contain Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas, including but not limited to:
    1. Lacayo's cell phones, computers, iPad, USB drives, cloud-based storage accounts, OneNote accounts, personal email accounts (such as ada.lacayo@gmail.com, adalacayo@protonmail.com), and her Synova/Bundy work email accounts (such as alacayo@synovaoil.com);

2. Bowers' cell phones, computers, iPads, cloud-based storage accounts, personal email accounts (such as cbowers@reagan.com, chickocean@icloud.com, chrltbow@aol.com), and Bowers' Bundy/Synova email account (wbowers@synovaoil.com); and
  3. Bundy and Synova's company servers, databases, document management systems, as well as the email accounts for all custodians in this litigation (such as Bob Bundy's personal and work email accounts);
- iii. Once the third-party e-discovery vendor has inspected all data sources in the Defendant's possession that may contain Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas, and identified all of Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas that were in Defendants' possession, Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas will be collected and quarantined by the vendor, and removed from all data sources in Defendants' possession. The vendor will provide Mallet with a copy of each file containing Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas that was found in Defendants' possession. The vendor will then permanently destroy any such files.
- b. Each Defendant will also inspect paper files in their possession for Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas. If any such paper file containing Mallet's Trade

Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas is found, the paper document will be sent to Mallet at that Defendant's expense.

- c. Defendants shall complete the identification, collection, quarantine, removal, and/or destruction of Mallet's Trade Secrets, Mallet's Non-Public Formulas, and Documents Containing Mallet's Trade Secrets and Non-Public Formulas within ninety (90) days of the date of this Order, and Defendants shall confirm under oath that they have complied with this Paragraph 2. In the event Defendants are unable to comply in this time frame, Defendants may make application to this Court for a modification of this time period.
- d. Further, Defendants, their officers, agents, servants, employees, distributors and resellers of any type, and attorneys, and all those persons in active concert or participation with any of them who receive actual notice of the order by personal service or otherwise, may voluntarily undertake the above steps listed as in Paragraphs 2(a) through 2(c) to remove from their possession and quarantine any information concerning Mallet's sales, sales volume, sales methods, customers, identity of customers, identity of key purchasing personnel in the employ of customers, amount or kind of customer's purchases from Mallet, Mallet's sources of supply, formulae, processes, methods, machines, manufactures, compositions, ideas, improvements or inventions belong to Mallet or relating to Mallet's affairs ("Mallet's Confidential Information"). This Mallet Confidential Information may include confidential business information that Defendants have sequestered through its vendor, bit-x-bit, and/or

another third-party discovery vendor hired pursuant to Paragraph 2(a) and any other confidential business information that is otherwise in their possession.

3) Specific Performance of Non-Disclosure Agreement by Ms. Lacayo and Mr. Bowers

- a. The jury having found Defendants Ms. Lacayo and Mr. Bowers subject to covenants with Mallet in which they agreed to refrain from disclosing Mallet confidential information, Defendants Ms. Lacayo and Mr. Bowers shall be required to specifically perform and comply with the confidentiality and non-disclosure obligations owed to Mallet as defined in their restrictive covenants with Mallet. These obligations shall continue indefinitely.

4) Protocol for Defendants' Hiring of Former Mallet Employees

- a. For a period of four (4) years from the date of this Order, the Bundy and Synova Defendants shall provide Mallet with seven (7) days' notice if they intend to interview any current or former Mallet employee with a noncompete agreement for any position at Bundy, Synova, or any of their affiliates.
- b. The jury having found that the nature of Ms. Lacayo's and Mr. Bowers work for Bundy and/or Synova made disclosure of Mallet's Confidential Information and Trade Secrets inevitable, Ms. Lacayo and Mr. Bowers are hereby prohibited from accepting any position at or working in any capacity, either as an employee or independent contractor, for Bundy, Synova, and any of its affiliates.

5) Mallet's Audit Rights to Ensure Compliance with Injunction Order

- a. For a period of four (4) years, Mallet may conduct audits of Defendants, their officers, agents, servants, employees, distributors and resellers of any type, and attorneys, and all those persons in active concert or participation with any of them who receive actual

notice of the order by personal service or otherwise, to ensure compliance with this Order, as follow:

- i. Mallet may audit, through audits conducted by an independent third party, and in compliance with the Protective Order in this case, the following data sources in Defendants' possession:
  1. Any database or document management system in use by Defendants;
  2. The mailboxes contained in Defendants' servers for all current custodians in this litigation, as well as each Bundy or Synova employee who is currently formulating, developing, manufacturing, advertising, or selling release agents;
  3. Synova and Bundy computers, laptops, hard drives, and other storage media (including USB drives, network-based storage drives) belonging to all current custodians in this litigation, as well as each Bundy or Synova employee who is formulating, developing, manufacturing, advertising, or selling release agents; and
  4. Paper files belonging to all current custodians in this litigation, as well as each Bundy or Synova employee who is currently formulating, developing, manufacturing, advertising, or selling release agents.
- ii. The findings of such audits will be available only to Mallet's outside attorneys, the independent third party auditor, the Court, and the Defendants and their attorneys.
- iii. If the auditor finds that Defendants may not be in compliance with the terms of this Court's Order, the auditor shall provide written notice and a copy of his

findings to Defendants and Mallet's in-house attorneys to permit Mallet to understand the reason(s) and extent of the Defendants' non-compliance.

iv. The audits may be conducted a maximum of once per calendar year, during the course of normal business hours, and upon electronic or written notice of at least five (5) business days to Defendants. The parties will use good faith efforts to conduct the audit in a manner least disruptive to Defendants' normal business activities.

b. For a period of four (4) years, Mallet may conduct an annual audit, through one or more independent third parties and in compliance with the Protective Order in this case, to confirm Bundy and Synova's compliance with any injunctive relief precluding Defendants from using or disclosing any Mallet Trade Secret, including the right to audit all batch records for the Synova product that replaces its Supra 130 product, any Synova product that has a substantially similar formula to Supra 130, and/or any product derived from Mallet's Trade Secrets.

SO ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY THE COURT,

\_\_\_\_\_  
Hon. Cathy Bissoon  
United States District Judge