



## BUROFAX PREMIUM ONLINE

Fecha y hora de admisión:

31/08/2023 11:37

Monereo Meyer Abogados, S.L.  
Calle Agustín de Foxá, 4, 5ª planta  
28036 MADRID

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OFICINA VIRTUAL EN INTERNET

Nº Páginas: 5

### Valores añadidos

PEE (Prueba de Entrega Electrónica)  
Copia certificada  
CUSTODIA 60 MESES

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| <p>DESTINATARIO</p> <p>Baublock Materiales Avanzados De Construcción, SL - Baublock<br/>Materiales Avanzados De Construcción, SL<br/>Calle Albert Einstein, Poligono Salinas No:21<br/>11500 PUERTO DE SANTA MARÍA (EL)</p> |  |
| <p>EXPEDIDOR</p> <p>Monereo Meyer Abogados, S.L.<br/>Calle Agustín de Foxá, 4, 5ª planta<br/>28036 MADRID</p>   |  |
| <p>Menciones de servicio:</p> <p>NB990137193310823001319</p>  |  |

must have emanated from Baublock.

All of the above gives Baurroc sufficient grounds to initiate court proceedings against Baublock to demand, among other, termination of unfair competition, deletion of all files containing Baurroc's business and manufacturing secrets as well as compensation for damages. This is further supported by the following.

***Violation of the prohibition against unfair competition***

Restriction of Unfair Competition and Protection of Business Secrets Act (hereinafter EKTĀKS)<sup>2</sup> § 3 (1) clearly states that unfair competition is prohibited.

Unfair competition, in turn, is taken to mean dishonest trading practices and acts which are contrary to good morals and practices, including disclosure of misleading information, presentation and ordering of misleading information for disclosure and disparagement of a competitor or the product or service (hereinafter goods) of the competitor; unlawful acquisition, use and disclosure of a business secret; and misuse of an employee or representative of a competitor (EKTĀKS § 3 (2) (1) - § 3 (2) (3)).

**First, it can be seen that since the employment of E. Liepa, Baublock's sole intention has been acquiring Baurroc's know-how and confidential information pertaining to Baurroc's business strategies and practices, and other business secrets.**

In order to achieve said goal, Baublock has first violated the prohibition against unfair competition by instructing E. Liepa to act on its behalf and to start contacting Baurroc's personnel with the intent to redirect them to work for Baublock – our competitor.

Moreover, as explained above, Baurroc has established that E. Liepa has collected information pertaining Baurroc's business and manufacturing secrets before starting work at Baublock. These e-mails, documents and other files contained highly sensitive information about Baurroc's management, pricing, customers, products, e.g., job descriptions, details of Baurroc's suppliers, details of Baurroc's products, certificates, instructions, internal communication between Baurroc's factories, etc.

It is imperative to note that EKTĀKS § 3 (2) (2) clearly states that unfair competition is taken to mean dishonest trading practices and acts which are contrary to good morals and practices, including unlawful acquisition, use and disclosure of a business secret. The acquisition of a business secret without the consent of the person lawfully in control of it is unlawful if such acquisition involves unauthorised access to, appropriation of, or copying of any documents, objects, materials, substances or electronic files, under the control of the person lawfully in control of the business secret, containing the business secret or from which the business secret can be deduced (EKTĀKS § 5 (1) (1)). Thus, there can be no dispute that by instructing E. Liepa to collect Baurroc's business and manufacturing secrets before termination of her contract with Baurroc, Baublock has violated § 3 of EKTĀKS, prohibiting unfair competition.

Second, Baurroc emphasises that if it should come to Baurroc's attention that defaming and/or other misleading information about Baurroc has been disseminated to Baurroc's employees in the course of unlawful actions instigated by Baublock, Baurroc will take measures to address any such defamatory implications. This includes demanding compensation for loss of reputation, prohibition of continuously making defamatory statements, demanding retraction of incorrect and defamatory information, etc. pursuant to the Law of Obligations Act (hereinafter LOA)<sup>3</sup> § 1045 (1) (6), § 1047 (2) and § 1055. Please note that according to § 1045 (4) of the LOA, the abettor is also jointly and severally liable for

<sup>2</sup> <https://www.rigiiteataja.ee/en/elli/520122018013/consolide> (18.08.2023).

<sup>3</sup> <https://www.rigiiteataja.ee/en/elli/524032023004/consolide> (18.08.2023).

Therefore, Bauroc believes that a fair and swift resolution outside the courtroom is in the best interest of all parties involved.

In light of the foregoing, Bauroc demands the following:

- 1) Baublock erases and/or terminates immediately, but no later than 15<sup>th</sup> of September, all e-mails and documents which pertain or may include Bauroc's information about Bauroc's management, pricing, customers, products, or any other Bauroc's business and/or manufacturing secrets, along with their copies in any language;
- 2) Baublock immediately ceases any and all attempts to recruit Bauroc's employees (including, but not limited to making contact with Bauroc's employees directly or using Bauroc's (former) employees for this purpose, introducing Baublock and its conditions for employment to Bauroc's current employees, etc.);
- 3) Baublock sends immediately, but no later than 15<sup>th</sup> of September, an e-mail to karl-erich.trisberg@wallless.com and evelinlisett.ratnik@wallless.com, confirming, that Baublock has fulfilled Bauroc's demands stipulated here in clauses (1) and (2);
- 4) Baublock refrains from further violating the prohibition against unfair competition.

Please note that if Baublock fails to adhere to aforementioned demands, Bauroc will be forced to use all legal remedies to protect its rights under the Estonian law, including initiating court proceedings to demand compensation for damages incurred (incl. attorney's fees, interest, etc.). This means that in the event of an escalation of the situation, Baublock will also be obliged to reimburse Bauroc the costs related to initiating the proceedings (including state fee, costs of representatives, etc.).

Should you have any questions, please contact Bauroc via their legal representatives (e-mail addresses karl-erich.trisberg@wallless.com and evelinlisett.ratnik@wallless.com).

Yours sincerely,

Karl-Erich Trisberg

Evelin Lisett Ratnik

Encl.:  1. Power of Attorney.