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October 19, 2012

Office of Chief Counsel (NCC-111)
National Highway Traffic Safety Administration
Room W41-227
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

Re: Stabilus, Inc. – Confidentiality Request in connection with Response to ODI Equipment Query, EQ12-010

To Whom It May Concern:

Pursuant to 5 U.S.C. § 552(b)(4), and in accordance with the 49 CFR Part 512, Stabilus is requesting that the following information submitted to the National Highway Traffic and Safety Administration in Stabilus' October 19, 2012 response to the letter from Jennifer Timian, Chief, Recall Management Division, Office of Defects Investigation ("ODI") dated October 1, 2012, be withheld from public disclosure:

- Attachment No. 1 – Technical Comparison
- Attachment No. 2 – Technical Improvements, including, subparts
 - 2a. Stabilus Report TRF 06-4811L
 - 2b. Honda Durability Testing Overview
- Attachment No. 3 – Warranty Analysis
- Attachment No. 4 – Sample OEM letter

Pursuant to 49 CFR Part 512.4, included with this request is (a) the requisite number of copies of the materials for which confidentiality is requested; and (b) the Certificate in Support of Request for Confidentiality.

Pursuant to 49 CFR Part 512.4 and Part 512.8, Stabilus states as follows:

Describe the information for which confidentiality is being requested

Certain Attachments to Stabilus' submission in response to ODI's equipment query, EQ12-010, and request for certain information from Stabilus.

Identify the confidentiality standard(s) under which the confidentiality request should be evaluated, in accordance with § 512.15

Stabilus contends that the information may be afforded confidential treatment pursuant to 49 CFR Part 512.15 (a)(b)(c) and (d). Attachments Nos. 1 and 2, including subparts, 2a and 2b, meet all four categories, (a)(b)(c) and (d). Attachment No. 3 meets categories (b)(c) and (d). Attachment No. 4 meets categories (c) and (d).

Justify the basis for the claim of confidentiality under the confidentiality standard(s) identified pursuant to paragraph (b) of this section by describing:

(1) Why the information qualifies as a trade secret, if the basis for confidentiality is that the information is a trade secret

Stabilus is claiming that the information related to its design and manufacturing process for gas-filled struts, as well as testing of its designs and manufacturing process, contained in Attachment No. 1 and Attachment No. 2, including subparts, 2a and 2b, constitutes trade secrets.

The information in Attachment No. 1 contains Stabilus confidential and proprietary information regarding Stabilus gas-filled strut design for certain vehicles, including unique combinations of length, diameter, force and internal components, which Stabilus developed for use in the vehicles identified. It also provides a comparison of those designs that would not be available to any of Stabilus' competitors.

The information in Attachment No. 2, including subparts, 2a and 2b, contains confidential and proprietary information regarding Stabilus' improvements to certain gas-filled struts, its testing of its gas-filled struts and Stabilus' unique rod processing as part of the manufacture of the gas-filled struts.

(2) What the harmful effects of disclosure would be and why the effects should be viewed as substantial, if the claim for confidentiality is based upon substantial competitive harm

Stabilus contends that disclosure of its trade secrets, as described in response to paragraph (1), above, would cause significant competitive harm by disclosing its confidential, proprietary and unique information on how Stabilus designs and manufactures its gas-filled struts to its competitors. This information is not otherwise available to Staiblus competitors and would allow competitors to access confidential and proprietary information related to Stabilus' products

that they could then use in competing with Stabilus. This trade secret information is not disclosed outside of Stabilus to third parties.

With respect to Attachment No. 3, Stabilus contends that the warranty information contained in that attachment would also cause competitive harm to Stabilus because it would disclose not only confidential information regarding warranty return rates on Stabilus products, but also because the document contains Stabilus' comments on the impact and effect of those warranty rates, which was provided to assist NHTSA, but could be used against Stabilus by competitors. Disclosure of this information would allow competitors access to information that they could use against Stabilus in the competitive market place,

In addition, this warranty information is confidential to the OEMs referenced, Honda, Toyota and Ford.

With respect to Attachment No. 4, Stabilus contends that its communications with its OEM customers were not released to the public and were only provided voluntarily to NHTSA to assist with its investigation. This communication was confidential between Stabilus and its customer. At a minimum, even if NHTSA determines that the content of the communication is not entitled to confidentiality, the name and address of the recipient should be redacted and not be made available to the public.

(3) What significant NHTSA interests will be impaired by disclosure of the information and why disclosure is likely to impair such interests, if the claim for confidentiality is based upon impairment to government interests

Disclosure of a manufacturer's trade secrets or information that would place the manufacturer at a competitive disadvantage would significantly affect NHTSA's ability to obtain that type of information from a manufacturer, which, in turn, would adversely impact NHTSA's ability to conduct full and through investigations. If manufacturers are unable to obtain confidentiality of trade secrets or confidential business information, they will not produce that information voluntarily to NHTSA and the complete and free flow of information relied on by NHTSA in conducting investigations will be impeded.

(4) What measures have been taken by the submitter to ensure that the information is not customarily disclosed or otherwise made available to the public, if the basis for confidentiality is that the information is voluntarily submitted

Stabilus does not disclose the information for which confidentiality is requested to third parties outside of Stabilus. To help ensure confidentiality, Stabilus requires all new hires to sign confidentiality and non-compete agreements; provides in the job descriptions which positions will have access to confidential information and how the confidential information is to be handled; and follow IT best-practices for network security and data encryption.

Moreover, the confidential warranty information was only obtained by Stabilus through cooperative agreements with Stabilus' OEM customers and the terms and conditions of those

agreements contain provisions regarding confidentiality. Moreover, Stabilus maintains internal policies regarding the confidentiality of information received from customers.

(5) The information is otherwise entitled to protection, pursuant to 5 U.S.C. 552(b).

N/A

(d) Indicate if any items of information fall within any of the class determinations included in appendix B to this Part;

No.

(e) Indicate the time period during which confidential treatment is sought; and

Indefinitely and/or the maximum amount of time that is otherwise available for withholding the disclosure of confidential information from the public.

(f) State the name, address, and telephone number of the person to whom NHTSA's response and any inquiries should be directed.

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If you have any questions or require any further information, please do not hesitate to contact me.

Very truly yours,



David G. Wix

Cc: Anthony Haba, Stabilus, Inc.

Enclosures:

- Attachment No. 1 – Technical Comparison (two complete copies; one redacted copy)
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