

American Conference Institute's Expert Forum on

EMPLOYMENT TRADE SECRET PROTECTION & LITIGATION

Drafting and Aggressively Enforcing Agreements with Employees to Protect Business Information

VIEW FROM THE BENCH:



Hon. David H. Coar
U.S. Dist. Ct., N.D. Ill.



Hon. John W. Darrah
U.S. Dist. Ct., N.D. Ill.



Hon. Ann D. Montgomery
U.S. Dist. Ct., D. Minn.



Hon. Julia M. Nowicki (Ret.)
Circuit Court of Cook County, Ill.

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Protecting the information and technology that drives a company's business opportunities is essential, especially in a more difficult and competitive market place. Leading in-house counsel, employment litigators and IP experts will provide specific, tactical strategies on how to:

- **STRENGTHEN** internal policies to more effectively deter threats to trade secrets
- **EXAMINE** clauses that place you in the best (and worst) position in litigation
- **SELECT** the most strategic forum for enforcing restrictive covenants
- **MAXIMIZE** the use of forensic computer evidence to strengthen your legal arguments
- **ANTICIPATE** what early motions may determine the outcome and enjoin misappropriation
- **COUNTER** the doctrine of inevitable disclosure and other defenses
- **AVOID** pitfalls when considering potential settlements
- **INCORPORATE** international considerations into an effective global strategy

DISTINGUISHED CO-CHAIRS



Christopher M. Turoski
Senior Intellectual Property Counsel
Cargill, Inc.



Kurt A. Kappes
Partner
Seyfarth Shaw LLP

MASTER CLASS – Thursday May 28, 2009:

Drafting Effective Noncompetition Agreements

Networking Lunch Hosted by:

BAKER & MCKENZIE

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Be a part of the essential forum where corporate counsel and leaders of the IP and Employment Law bar will share their unique know-how on the most effective drafting and enforcement techniques for protecting sensitive business information.

Trade secret theft is a common and destructive threat that cuts into corporate profits and can even destroy businesses. The most tangible and dangerous instances arise when insiders, corporate employees, supply valuable proprietary information to a competitor. Types of information at risk include business methods and formulas, information on new products in development and other intellectual property, and also sensitive customer information and proprietary databases.

In a difficult economy, with increased competitive pressures, it is vital that businesses defend themselves by utilizing the most effective strategies for implementing and enforcing effective employment agreements. Their counsel must also be prepared to move quickly and aggressively to achieve early and advantageous disposition in potential litigation, including swift enjoinder through restraining orders and injunctions.

In addition to protections afforded under state misappropriation statutes and contract law, Congress has enacted the Computer Fraud and Abuse Act, and criminal prosecution may also be obtained under the Economic Espionage Act and under state laws. Pursuing the correct strategy is essential, because the inherent value of confidential information is dependent on it not being disseminated.

By learning how to strengthen company policies and draft more effective employment agreements, it will be possible to deter employee raiding and trade secret misappropriation from the onset and also to strengthen your position in potential litigation. And in litigation, the best strategy for companies and their counsel may well be to take an **uncompromising approach early on, by mastering the potential remedies available in different forums and under different statutes and pursuing an aggressive initial litigation strategy to prevent significant damage.** Since many disputes are multi-jurisdictional and laws differ on enforcing trade secrets rights, it is essential to know how your choice of venue may impact the potential outcome.

To aid you in creating the most effective strategies, **American Conference Institute** has assembled top employment litigators, experts in intellectual property law and leading in-house counsel to provide you with specific, tactical strategies for bolstering internal company policies and for achieving early and advantageous disposition of trade secrets litigation. In addition, a special “*View From the Bench*” session led by renowned jurists will give you a rare insider look at the evidence and arguments that turn cases one way or the other especially as they make critical early determinations on crucial matters such as requests for injunctive relief.

This is the only event that provides the unique insider know how from the perspective of both employment and intellectual property law experts on how to protect sensitive information by utilizing aggressive drafting and plaintiff strategies.

Maximize your conference experience by also attending the Master Class :

Drafting Effective Noncompetition Agreements

May 28, 3:30 p.m.-6 p.m.

Whether you are a general counsel with responsibilities for protecting corporate assets, or a practitioner with specific responsibilities in the area of IP, employment contracts or commercial litigation, you can not afford to miss this timely event. To register call 1-888-224-2480, or fax your registration form to 1-877-927-1563, or register online at www.americanconference.com/emptradesecrets

Who You Will Meet

In-House Counsel including:

- General Counsel
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- Employment Counsel
- IP Counsel
- Directors and Vice Presidents of Legal Affairs

Law Firm Counsel practicing in:

- Employment Litigation
- Intellectual Property
- Commercial Litigation

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ACI has a dedicated team which processes requests for state approval. Please note that event accreditation varies by state and ACI will make every effort to process your request.

8:00 Registration and Continental Breakfast

9:00 **Co-Chairs' Opening Remarks**



Christopher M. Turoski

Senior Intellectual Property Counsel, Cargill, Inc. (Wayzata, MN)



Kurt A. Kappes

Partner
Seyfarth Shaw LLP

9:15 **What is Protected? Recent Trends and Case Law Impacting on the Evolving Definition of Trade Secrets in the Arena of Employment-Related Information**

James E. Laramy

V.P. & Counsel, DST Systems (Kansas City, MO)



Rebecca E. Walsh

Senior Employment Counsel, Covidien (Hazelwood, MO)



Brian S. Greig

Partner, Fulbright & Jaworski LLP (Austin, TX)



Scott J. Slavick

Shareholder, Brinks Hofer Gilson & Lione (Chicago, IL)

- Defining a 'trade secret' as held by an employee
- Acceptance and interpretation of the Uniform Trade Secrets Act
 - varying state interpretations of what constitutes trade secrets
- Federal definitions under the Computer Fraud and Abuse Act
- Assessing the impact of the Economic Espionage Act of 1996
 - civil actions under the Act
- Navigating the gray areas of what is protected
 - company profit margins
 - personal relationships and customer information
 - contact with former colleagues
 - R & D knowledge and strategic plans
- What constitutes unfair "raiding" of employees
- Determining the scope of who constitutes an "employee"
 - applying trade secrets laws to independent contractors and consultants
 - outsourcing agreements and trade secrets
- Analysis of significant current factors influencing employee mobility
 - the economic downturn and recruitment of revenue-generating employees
- Recent court decisions that impact on employers
 - *Edwards* case on non-competition agreements
 - weighing the potential impact of the ruling in *Mattel* addressing the rights to Bratz dolls

10:30 Morning Coffee Break

10:45 **Revisiting and Strengthening Company Policies with an Eye towards Avoiding Compromises of Business Information**

Kathleen Deibert

Vice President and Corporate Counsel, 24 Hour Fitness (San Ramon, CA)

Stuart I. Graff

Director/Regional Business Leader, Fine Writing and Luxury Accessories, Newell Rubbermaid Office Products (Oak Brook, Illinois)

Meg Murray

Vice President & Chief Counsel, Intellectual Property
Sara Lee Corporation (Downers Grove, IL)



Christopher M. Turoski

Senior Intellectual Property Counsel, Cargill, Inc. (Wayzata, MN)



Anita J. Wilson

Vice President and Chief Employment Counsel
TreeHouse Foods Inc. (Westchester, IL)

Moderator:



Kurt A. Kappes

Partner, Seyfarth Shaw LLP (Sacramento, CA)

- Identifying the company's current policies on trade secrets for potential gaps
 - techniques for more effective coordination of efforts by HR, IT and in-house counsel
- Implementing effective utilization of non-competes across a corporate culture
- Determining what should and can be labeled as 'confidential' or 'proprietary'
 - effective strategies for differentiating types of information
- Intensifying employee training beyond a rudimentary introduction to corporate policy
 - how to explain the expectations of the employer concerning confidential, proprietary, or trade secret information
 - training employees on what are allowable uses of company computers
 - clarifying the actions for which an employee will need corporate approval
- Conducting beneficial exit interviews upon the employee's voluntary or involuntary departure
- Minimizing the risk that staff reductions in a weak economy lead to misappropriation
 - inserting appropriate language in severance provisions
 - setting a consistent enforcement policy for clawback provisions
- Defining and stating from the outset the resources of time, money, and personnel the company is willing to invest to litigate a violation
- Screening employees before hiring to ensure the company will not be contaminated with other companies' trade secrets
- Steps to take when acquiring new employees via corporate acquisitions
 - analyzing employment-related agreements that come with new employees
- Utilizing effective confidentiality agreements to protect information during M&A discussions

12:15 Networking Lunch Hosted by: **BAKER & MCKENZIE**

SPECIAL ADDRESS Morality, Property and Responsibility: Trade Secret Law and Commercial Candor



William L. Schaller

Partner, Baker & McKenzie LLP (Chicago, IL)

1:30 **Drafting Agreements to Maximize Protection and Fortify Your Position in Potential Litigation**



A. Robert Fischer

Partner, Jackson Lewis LLP (Stamford, CT)



Melanie E. Harris

Partner, Ice Miller LLP (Indianapolis, IN)

- Avoiding cookie-cutter employment agreements
 - broadening the employment agreement drafting approach
 - tailoring the language to encompass the given state's case law and the employee's position at the company
 - special considerations for more senior executives
 - determining when to utilize separate confidentiality and non-compete clauses provisions separate from any employment agreement
- Identifying specific restrictions necessary to protect unique company information and incorporating them into the construction of the employment agreement
- Reflecting the reality of the virtual office in the employment agreement
 - addressing heightened risks relating to telecommuters, portable technology, and hand-held communication devices
- Delineating contractual restrictions on post-employment conduct
 - tailoring the scope of a non-compete agreement
 - differing non-compete terms for use with sales, technical, and operations employees
 - developing practical methods for monitoring employees after they leave the company
- Including covenants not to compete in stock option agreements
- Crafting non-compete clauses, confidentiality agreements, and restrictive covenants that can withstand the rigors of litigation
 - drafting "no-defense" provisions in anticipation of a first material breach
 - identifying and avoiding the triggers that can lead courts to decide a provision is unenforceable

- Tailoring agreements for employers with offices and employees in multiple states
- Continually modifying the language used in agreements based on changes in case law and statutory developments
 - when to execute new agreements with existing personnel

2:30 Afternoon Coffee Break

2:45 Utilizing Forensic Computer Experts to Protect Trade Secrets



David R. Brightman
Senior Legal Director of IP Litigation and Conflict Management
Yahoo! (Sunnyvale, CA)



Donald E. Vilfer
Principal, Califorensics (Roseville, CA)



Karineh Khachatourian
Member, Mintz Levin Cohn Ferris Glovsky & Popeo PC
(Palo Alto, CA)

- The Do's and Don'ts of effective forensic IT analysis when an employee leaves the company
 - selecting a third party computer or IT specialist to review the employee's computer
 - when does 'deleted' mean 'gone forever'?
- Preserving electronic evidence of an employee's computer and telephonic history to gauge the strength of the company's position
 - chain of custody
 - electronic discovery
 - expert witnesses
- Ensuring the company utilizes the appropriate software and hardware to maximize protection of its trade secrets electronically
- Countering the potential dangers of employee mobility
 - employees' use of email, thumb drives, and Blackberries
- Defining a step-by-step action plan to implement when the employee leaves
 - differences when an employee leaves voluntarily as opposed to being terminated
 - employee exit interviews
 - what to ask
 - how to best include the IT team
- When do you cut off access to the company's databases?

3:45 Aggressive Early Strategies for Protecting Your IP and Disposing of the Case



Alexander C.B. Barnard
Director and Counsel, Credit Suisse (New York, NY)



Carey A. Dewitt
Vice President and Shareholder, Butzel Long (Detroit, MI)



James W. Morando
Partner, Farella Braun & Martel LLP (San Francisco, CA)



Richard H. Frank
Partner, Cooley Godward Kronish LLP (San Francisco, CA)

- Weighing alternatives and deciding upon an effective initial course of action
 - identifying what has been misappropriated and determining scope of trade secrets to put at issue
 - calling defendant
 - drafting a demand letter
 - filing suit
- Strategies for effective early motions
 - requesting temporary restraining orders
 - obtaining accelerated discovery
 - securing preliminary injunctions
- Making an employee's new employer a defendant in the action
- Seeking a protective order to protect the company's trade secret that may be produced in the litigation
 - 1-tier and 2-tier protective orders
- Responding to actions for declaratory relief
- Anticipating potential affirmative defenses

5:00 Conference Adjourns

8:15 Registration and Continental Breakfast

8:45 Co-Chairs' Remarks

9:00 Choosing the Most Favorable Forum for Trade Secret and Noncompete Cases



Daniel P. O'Meara
Partner, Montgomery, McCracken, Walker, & Rhoads LLP
(Berwyn, PA)



Linda K. Stevens
Partner, Schiff Hardin LLP (Chicago, IL)

- Selecting a state or federal forum
 - impact of local rules
 - filing motions to transfer
- Taking into account differing state views to select the most favorable jurisdiction
 - where are more restrictive covenants enforceable?
 - California law post-*Edwards*
 - state presumptive reasonableness tests
 - protection under state common law
 - burdens of demonstrating harm
 - state-specific procedural rules
- Residence, server location and other factors to consider
 - place of the alleged wrong
 - weighing forums where a company has multiple offices
 - proximity of witnesses
- Application of contractual forum selection clauses
 - respect in respective state courts for choice of forum agreements
- Ethical issues in forum selection

10:00 Vigorously Litigating the Employment Trade Secrets Case



Robert Hart
Chief IP Counsel, Harman International Industries
(Northridge, CA)



Debbie L. Berman
Partner, Jenner & Block LLP (Chicago, IL)



Michael T. Zeller
Partner, Quinn Emanuel Emanuel Urquhart Oliver & Hedges, LLP (Los Angeles, CA)



Nina G. Stillman
Partner, Morgan Lewis & Bockius LLP (Chicago, IL)

Moderator:



Randall E. Kahnke
Partner, Faegre & Benson LLP (Minneapolis, MN)

- Framing the strongest legal analysis
 - claiming a breach under applicable state trade secrets statute
 - unfair competition under statute and common law
 - breach of contract
 - breach of implied covenants
 - breach of trust or fiduciary obligation
- Building your case effectively
 - conducting internal discovery
 - interviewing key witnesses
 - preserving relevant evidence
 - getting your documents into evidence
 - making certain that responses to e-discovery are comprehensive
- Addressing disputes in a way that will maintain security of information during the litigation
 - responding to demands for privileged documents
- Incorporating relevant employment law analysis
- Overcoming the challenges of 'inevitable disclosure' in trade secrets litigation
 - clarifying the current legal meaning of 'inevitable disclosure' and its implication on the company's protection of trade secrets

- evaluating and countering the power of the employee's 'inevitable disclosure' defense
- identifying the jurisdictions that recognize 'inevitable disclosure' and the boundaries of the doctrine in those jurisdictions
- Factors to consider in evaluating whether to settle the case
 - potential settlement pitfalls
 - assessing when arbitration may be effective
- Jury considerations at trial
- Securing permanent injunctions

11:15 **Morning Coffee Break**

11:30 **The Bench Speaks: The Views of Leading Jurists on Employment Trade Secrets Litigation**



Hon. David H. Coar
U.S. District Court, N.D. Ill.



Hon. John W. Darrab
U.S. Dist. Ct., N.D. Ill.



Hon. Ann D. Montgomery
U.S. District Court, D. Minn.



Hon. Julia M. Nowicki (Ret.)
Circuit Court of Cook County (Chicago, IL)

Moderator:



Mark S. Deiermann
Partner, Bryan Cave LLP (St. Louis, MO)

Leading jurists will give you a rare insider look at the arguments that can turn cases one way or the other as they make critical determinations on crucial matters such as the enforcement of noncompetition and similar provisions. Special attention will be paid to how judges analyze requests for temporary restraining orders and injunctive relief. Bring your most pressing questions to this unique interactive session.

12:30 **Networking Luncheon for Speakers and Delegates**

1:30 **Navigating Borders and Foreign Laws When Protecting Trade Secrets Internationally**



John L. Sander
Vice President & Assoc. General Counsel
Schering-Plough Corporation (Kenilworth, N.J.)



Michael J. Wagner
Partner, Baker & McKenzie LLP (Chicago, IL)



Millicent M. Lundburg
Principal, Fish & Richardson P.C. (Austin, Texas)

- Special considerations involving employees outside the U.S.
- Integrating provisions in employment agreements in different regions
- Ensuring maximum protection when outsourcing to different countries
- Reviewing pertinent definitions, statutes, regulations and relevant business concerns when doing business in other regions, and in particular:
 - China, Brazil, EU countries
- Summary of enforceability of restrictive covenants in major markets throughout the world
- Reviewing methods of civil and criminal enforcement in different regions
- Determining whether to bring a civil action to enforce rights
- Determining where to bring a civil action, if appropriate
- Pursuing parallel U.S. litigation as an alternative to, or in aid of, foreign trade secret protection proceedings
 - the value of U.S. injunctions
 - successful, globally coordinated strategies

2:30 **Quantifying and Proving Damages Suffered as a Result of Employee Conduct**



Renee L. Jackson
Associate General Counsel, Fair Isaac (Minneapolis, MN)



R. Mark Halligan
Partner, Lovells LLP (Chicago, IL)



Joel W. Mohrman
Member, McGlinchley Stafford (Houston, TX)

- Determining the severity and scope of the breach
 - methods for assessing an employee's actions
- Demonstrating how the company was injured
 - financial, legal, reputation
- Considering whether the conduct constitutes criminal activity
 - types of conduct that trigger activity by U.S. attorneys
- Factors in defining the injury
 - how will the revelation of trade secrets harm the company's future plans?
 - what steps did the company take to mitigate potential damages?
 - what did the competition do with the information?
- Overcoming the difficulty of quantifying the damages incurred
 - balancing the different approaches to putting a dollar figure on the damage
- Weighing whether or not to pursue litigation
 - when to pursue litigation if the monetary benefit will be minimal
 - understanding plaintiffs' burdens in proving damages
- Evaluating the causes of action against an employee with or without a contract

3:15 **Conference Concludes**

**Master Class on
Drafting Effective Noncompetition Agreements**
3:30 pm - 6:00 pm (Registration at 3:15)



A. Robert Fischer
Partner, National Co-Chair, Trade Secret, Non-Compete and Electronic Workplace Practice Group
Jackson Lewis LLP (Stamford, CT)



Linda K. Stevens
Partner, Schiff Hardin LLP (Chicago, IL)

With current economic conditions making creative and revenue-generating employees increasingly attractive to competitors, companies must view their employment agreements as an essential line of defense in protecting sensitive information. This Master Class will walk you through the key aspects of drafting the protective clauses that are essential to effective protection of trade secrets. Learn in an interactive "hands-on" setting from top employment law experts how the inclusion of different language and clauses can serve to protect sensitive business assets from breaches by employees. You will come away with specific language and strategies for tailoring effective non-compete clauses, restrictive covenants and confidentiality agreements that can withstand the rigors of litigation. Points of discussion will include:

- Including specifics in the agreement
 - IP-specific strategies
 - protection against specific competitors
 - spelling out non-solicitation restrictions
 - tailoring language to the employee's position and responsibilities
- Drafting specific provisions mandating the return of equipment, confidential information, and documents following termination of employment
- Writing agreements that will be found to be enforceable
 - avoiding overbroad language
 - geographical prohibitions
 - permissible time duration of restrictions
 - tailoring the agreement to the applicable jurisdiction
 - multi-state considerations
 - identifying when necessary applicable consideration for a covenant
- Setting the ground for injunctive relief
- Considerations in providing for ADR of disputes
- Provisions relating to attorneys' fees
- Including choice of law provisions
- Drafting agreements that are adaptable
- Techniques for restructuring existing agreements

American Conference Institute's Expert Forum on

EMPLOYMENT TRADE SECRET PROTECTION & LITIGATION

Drafting and Aggressively Enforcing Agreements with Employees to Protect Business Information

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YES! Please register the following delegate for **Employment Trade Secrets Protection & Litigation**

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NAME	POSITION	
APPROVING MANAGER	POSITION	
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ADDRESS		
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Circuit Court of Cook County
(Chicago, IL)

POST-CONFERENCE MASTER
CLASS: May 28, 2009

Drafting Effective
Noncompetition Agreements

Registration Fee

The fee includes the conference, all program materials, continental breakfasts, lunches, refreshments and complimentary membership of the ACI Alumni program.

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Address: 21 East Bellevue Place, Chicago, IL 60611
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