

Trade secret case study

Law



Trade Secret Case Study Question Issue: Based on IP law, is it legal for Frederick J. Lennen to use manuals, which he obtained from his former company?

Rule of the law:

IP law stipulates that there should be no duplication of another party's trade secrets by employees, contractors and investors while in the line work or afterwards.

Application of the Law:

In this case, Lennen is devoid of firm legal backing to claim he has an authority or free will to use former employers' trade secrets. Since, he was DatagraphiX's employee whereby the law does not allow him to use the company's secrets but devise own distinct technology. In addition, DatagraphiX has already claimed (as per the law) varied features comprising its product there should be no other party, which has the right to duplicate or use them.

Conclusion:

Therefore, Lennen cannot use or duplicate his former employer's trade secrets despite citing to have terminated employment contract with the company and started his own firm.

Question 2:

Issue:

Based on UTSA, did Edward Miller made off with his former employer's trade secrets or infringed IP's trade secrets law (Battersby & Grimes, 2013)?

Rule of the law:

IP law in certain states (like Kansa) terms " patient list" as trade secrets, hence granting the complainant legal authority to obtain an injunction

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against the offender (Battersby & Grimes, 2013).

Application of the Law:

In this case, Miller's actions were against the law because the lists of his former employer's customers did not have delicate information comparable to those of patients in a medical field. Miller's employer based on the law has the right to sue him and obtain an injunction because of exposing his clients' information to other parties (Battersby & Grimes, 2013). This is evident in the manner Miller keeps clients' files not indicating they are confidential.

Conclusion:

Therefore, Miller has no legal backing to either claim or sue anybody of intruding " his customers' lists". Since, he stole them from his former employer and it is unethical to use them in his second place of employment.

Question 3:

Issue:

What is would be the court's verdict concerning emergency of researcher's innovation upon the completion of study?

Rule of the law:

Parties or individuals involved in any form of research with an institution should adhere to all stipulated nondisclosure agreements intended to protect the other party's trade secrets (Stim, 2010).

Application of the Law:

Therefore, the court's verdict in this case would hold Taborsky accountable for having infringed the sponsoring institution's trade secret rights (Stim, 2010). This is because what he did was just an extension of what the institution sponsored and even utilized pricy resources to have the entire project come to a completion (Stim, 2010).

Conclusion:

Taborsky has infringed Florida Progress' trade secrets by taking the entire research's idea to advance what has caused the contracting party expensive resources. Taborsky's claims do not have any backing evidence because if it were not for that research, he would not have an idea of making similar product (Stim, 2010).

Case: Pollack v. Skinsmart Dermatology and Aesthetic Center P. C.

Issue:

Did Drs. Shawe and Badawy steal trade secrets from PID?

Rule of the law:

Based on the IP law, trade secrets belong to the corporation/company but not employees, contractors or investors who are contracting with the institution for a specified duration (Battersby & Grimes, 2013).

Application of the Law:

Therefore, in ensuring patient list qualifies to be a trade secret the owner ought to have prepared a deal with the physicians before the commencement of their contract. This is concerning handling and keeping of patient lists and penalties involved suppose there was an infringement of trade secrets' law (Battersby & Grimes, 2013). However, the Pollack's case does not relay this but cites how he mobilized costly resources to compile patient list.

Therefore, doctors in this case did not steal his trade secrets (patient lists) only reassigned from his institution and went with their patients whom they could not leave behind due to the delicate information they shared. Suppose initially Pollack was well conversant with IP law, he could have ensured there were written contracts and fines or penalties concerning both handling as <https://assignbuster.com/trade-secret-case-study/>

well as safeguarding of patient list (Battersby & Grimes, 2013). Contrary to the law, Pollack did not contract with his physicians concerning trade secrets, whereby he could obtain injunction suppose there was law infringement (Battersby & Grimes, 2013).

Conclusion:

Pollack has no legal backing meant to claim doctors in this case stole his trade secrets (Battersby & Grimes, 2013).

Question 1: What did the defendants take from PID?

Issue:

What exactly does Pollack claims defendants took from PID?

Rule of law:

IP law stipulates any contracting party with a company or corporation should not reveal trade secrets of that firm, which he or she may discover while undertaking the assigned task(s) (Battersby & Grimes, 2013).

Application of the Law:

In this case, Pollack despite indicated to have spent resources in ensuring his trade secrets were safe failed to sign a contract with the physicians (Battersby & Grimes, 2013). This is to ensure the physicians or other parties did not misappropriate his patient list with an intention of using it in their firms (Stim, 2010).

Conclusion:

Pollack's claims do not have adequate legal backing meant to sue his former physicians to have stolen the list of patients, which acts as PID's trade secret.

Question 2: Can a list of patients be a trade secret?

Issue:

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According to the IP law, is a list of patients possesses a valid legal backing to qualify to be a trade secret?

Rule of law:

IP law in some states recognizes patients' list to be a trade secret in the medical field, which owners ought to enter into a contract with their physicians or other parties working in the institution (Stim, 2010).

Application of the Law:

Contract in this case ensures physicians do not take with them patients, which the institution has attracted through availing quality services (Stim, 2010). Therefore, suppose they infringe this law they have to face the stated penalties or fines.

Conclusion:

Patient list in the medical field acts as one of the most valued trade secret, which the institution ought to sign a contract with the physicians or other parties working in the hospital (Stim, 2010). Hence, ensure employees do not elope with them suppose their term of employment comes to an end or terminate it all together.

References

Battersby, G. J., & Grimes, C. W. (2013). Patent disputes: Litigation forms and analysis. New York: Wolters Kluwer Law & Business.

Stim, R. (2010). Patent, copyright & trademark: [an intellectual property desk reference]. Berkeley, California: Nolo.