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by David P. Jendrzejek

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by Michael A. Bondi

Because the DTSA represents one of the most significant law changes in U.S. intellectual property law in quite some time, it is likely that there will be questions regarding how the DTSA affects your business.

Moss & Barnett

Firm Newsletter | Summer 2016

Important DTSA Provisions for Employers

By David P. Jendrzejek | 612-877-5280 | David.Jendrzejek@lawmoss.com

The new Defend Trade Secrets Act ("DTSA"), arguably the most sweeping change to intellectual property law in decades, creates a nationwide trade secrets law that gives litigants easier access to federal courts. Although the new law makes a number of major changes (*see* accompanying article by Michael A. Bondi on page 5), several of its provisions are of particular interest to employers.

Previously, trade secrets were exclusively the domain of state law. The DTSA creates a truly nationwide trade secrets law that should promote uniform enforcement and enhance predictability in this area of law. However, employers, particularly those with locations in multiple states, should be aware that the new federal law does not preempt state law. Employers still need to pay attention to special provisions or limitations imposed by state law. Though the trade secrets law of most states is based on the Uniform Trade Secrets Act, there are variations from state to state that should not be ignored.

Second, the new law prohibits a court from issuing an injunction against misappropriation of trade secrets where the injunctive relief would prevent an employee from entering into an employment relationship. Moreover, any conditions placed by a court on employment in such an injunction must be based on actual evidence of threatened misappropriation, and not merely on information a person knows. In other words, there must be actual evidence of threatened misappropriation, not merely that an employee or former employee knows trade secrets and could or might disclose them. These limitations were included in the law to protect employee mobility and prevent employers from obtaining relief under the law on the theory of "inevitable disclosure." That theory holds that an employee, who knows trade secrets from a prior employer and is placed in a similar position with his new employer, will inevitably disclose the trade secrets. Some states have laws that safeguard employee mobility by prohibiting injunctive relief based on inevitable disclosure; others permit it. The new federal law prohibits relief under that theory, but makes clear that it does not alter or override state law, whatever it may be.

Third, the new law contains important new provisions to protect whistleblowers who disclose trade secrets. The DTSA contains an immunity provision that protects individuals such as employees and former employees from liability for disclosing a trade secret in confidence to a government official or to an attorney for the purpose of reporting or investigating a suspected violation of law. The immunity created under this provision also applies to disclosure in a complaint or other document filed under seal in a judicial proceeding.

The new law also has an important new notice requirement for employers relating to this immunity. The law requires all employers to provide notice of the new immunity provision in any employment agreement they enter into with their employees governing

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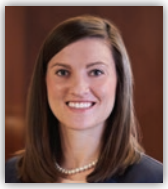
Four New Attorneys Have Joined the Team


Maggie Garborg

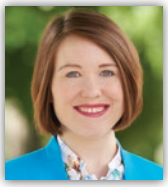
Margaret (Maggie) H. Garborg has joined the firm's real estate team. Maggie focuses her practice on real estate financing transactions, primarily advising lenders regarding financing and refinancing of multifamily housing projects and the sale of loans to secondary market investors such as the Federal Home Loan Mortgage Corporation. She received her J.D. from the University of Colorado Law School and her B.A. from The College of William and Mary.


Tom Loonan

Thomas R. Loonan has joined the firm's creditors' remedies and bankruptcy team. Tom focuses his practice on defending Fair Debt Collection Practices Act and Fair Credit Reporting Act claims, as well as counseling creditors, debt buyers, attorneys, and businesses on compliance with state and federal credit and collection laws. He received his J.D., *cum laude*, from William Mitchell College of Law and his B.A. from Saint John's University.


Charles Jones

Charles E. Jones has joined the firm's litigation and accountant law teams. Charles focuses his practice on defending malpractice claims against accountants and attorneys, as well as other professional liability actions against insurance agents and brokers, brokerage firms, stockbrokers, and financial advisors. He also advises CPAs and attorneys in Minnesota and throughout the country in managing and controlling risk and represents insurance companies in a wide range of insurance coverage issues. Charles received his J.D., *cum laude*, from the University of Minnesota Law School and his B.A., *cum laude*, from Carleton College.


Katherine Pasker

Katherine D. Pasker has joined the firm's real estate team. As a real estate attorney who focuses on zoning and related regulatory approvals, as well as due diligence analysis for one of the nation's largest wireless communications companies, Katherine is responsible for drafting agreements with federal, state, local, and tribal government entities, as well as counseling clients as to the attendant business and legal risks associated with those agreements. Katherine received her J.D., *cum laude*, from the University of Minnesota Law School and her B.A., *cum laude*, from the University of Utah.

Moss & Barnett's New Certified Paralegals

Carolyn McCune and **Carol J. Yerks**, paralegals with our real estate team, were recently certified as Minnesota Certified Paralegals (MnCPs). Carolyn provides review, analysis, and resolution of title and survey issues with a particular focus on multifamily lending transactions. Carol specializes in complex commercial real estate transactions, including drafting agreements and leases, conducting due diligence, and reviewing titles and surveys.

In June, 2014, the Minnesota Paralegal Association announced its voluntary certification program to establish a standard of competency for paralegals in Minnesota. The program is an opportunity for Minnesota paralegals to validate their qualifications and offers a credential to paralegals who meet certain education and experience requirements. Carolyn joins the rank of our other MnCPs, **Loralee A. Berle**, **Shelly A. Doerr**, **Mara L. Gollin-Garrett**, and **Stacie L. Iverson**. Paralegals are key elements of the firm's practice teams, assisting the firm's attorneys in providing efficient, cost-effective solutions to our clients.


Carolyn McCune and Carol Yerks

Important DTSA Provisions for Employers - Continued from Page 1

trade secrets or confidential information. The required notice must be given not only to employees, but also to independent contractors and consultants. An employer may choose to provide the notice simply by referring to a separate policy, if one exists, relating to the reporting of suspected violations of law. If an employer fails to provide the required notice, the consequence is that the employer may not recover punitive damages or attorneys' fees in a lawsuit brought under the law.

The new notice requirement, like the rest of the new law, is already in effect. It applies to all trade secrets agreements between an employer and its employees or independent contractors, entered into or restated after the date of enactment – May 11, 2016. For this reason, employers should consider updating their agreements regarding trade secrets and confidential information to make them comply with the new law and to reexamine their policies and practices to make sure that valuable trade secrets are fully protected under the law. Please contact the author or your attorney at Moss & Barnett with questions.

David Jendrzejek practices employment law, emphasizing litigation. He is certified as a Civil Trial Senior Specialist and a Labor and Employment Law Specialist by the Minnesota State Bar Association and represents businesses in lawsuits alleging discrimination and other employment-based claims and in the prosecution and defense of related business claims involving trade secrets, covenants not to compete, and other matters.

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Call: **612-877-5280**
Email: **David.Jendrzejek@lawmoss.com**

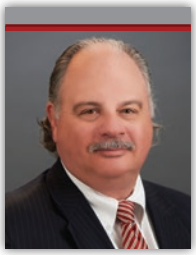
Moss & Barnett is Pleased to Recognize the Following Team Members:

Aaron Dean

Aaron A. Dean and **Curtis D. Smith**, attorneys with our litigation team, whose legal careers span all facets of the construction industry, successfully lobbied on behalf of the Minnesota Subcontractors Association (MSA) for "retainage" reform in the 2016 Minnesota Legislative Session. The 2016 retainage law was passed and signed into law by Governor Dayton and will go into effect on August 1, 2016. The new law will apply to construction contracts entered into on and after that date.

Aaron and Curt helped draft the new legislation and negotiated the new law with other trade associations over a several year period. Aaron testified at the State Capitol in support of the new law. Although the new law is set to take effect August 1, 2016, the MSA and other construction industry participants have agreed to discuss additional changes to the new law, so the retainage law may change again in 2017.

The new law limits retainage to 5% of the contract value, rather than the commonly used prior practice of retaining 10%. The new law invalidates inconsistent contract provisions. Additionally, the new law allows contractors to stop work if they have not been paid the undisputed amount for more than ten days after payment is due and to recover legal fees, costs, and 18% interest.



Curt Smith

Aaron just completed his two-year term as President of the MSA, and Curt serves as the MSA's Chapter Attorney. Founded in 1991, the MSA is a non-profit trade association representing construction industry specialty contractors and suppliers. Members include both union and non-union firms from every specialty construction trade. MSA provides representation in government affairs, education services, scholarships, and cooperative action to improve the construction industry.

To learn more about the MSA and the new retainage law, visit www.msamn.com or contact Aaron (Aaron.Dean@lawmoss.com / 612.877.5255) or Curt (Curt.Smith@lawmoss.com / 612.877.5285).

Taylor Sztainer

Taylor D. Sztainer, an attorney with our accountant law, employment law, and litigation teams, was selected to serve as the Lead Co-Chair of the 2016 Associates' One Hour of Sharing Campaign benefitting Mid-Minnesota Legal Aid beginning July 1, 2016. As Lead Co-Chair, Taylor will also become a voting trustee of The Fund for Legal Aid for a one-year term.

Mid-Minnesota Legal Aid provides free legal services in civil matters to seniors and low income people in its 20-county service area and to people with disabilities statewide. Because the need for legal services has always exceeded the funds available to provide them, in 1981, supporters of Legal Aid established "The Fund," which is dedicated to raising money for Legal Aid from members of the legal community. The Fund's One Hour of Sharing Campaign encourages all lawyers in Hennepin County to contribute the value of one billable hour, or more, to The Fund. In 2003, a group of associate attorneys established the Associates' Campaign and reached out to associates throughout Hennepin County in conjunction with the One Hour of Sharing Campaign. The Associates' Campaign has grown, with funds raised increasing from $18,500 in 2003-2004 to over $105,000 in recent years.

As Lead Co-Chair, Taylor works with the other Co-Chairs to organize the Campaign, recruit firm captains from over 60 local law firms (who advocate for Legal Aid internally within their own firms), and disseminate information about Legal Aid and the important role the Campaign plays in providing quality legal representation to Minnesotans who could not otherwise afford it. In addition to serving as Lead Co-Chair of the Campaign for 2016, this year marks the fifth year that Taylor has served as Moss & Barnett's firm captain. To learn more about Legal Aid and The Fund, visit mylegalaid.org.

Phil Rush

Philip T. Rush, our Finance Director, has successfully completed the Association of Legal Administrators (ALA) certification process and has earned the professional designation of Certified Legal Manager (CLM)℠. The CLM certification program allows a qualified legal administrator to demonstrate, through an examination process, a mastery of the core areas of knowledge identified as essential to the effective performance of a principal administrator.

Phil joined ALA**MN** in 1999 and served as chair of the Finance SIG in 2006, on the Region 3 Conference Committee in 2012, on the Communications Committee from 2013-2014, and as Communications Director from 2015-2016. Phil now serves as Finance Director of the ALA**MN** Board.

ALA**MN** provides continuing support, educational opportunities, and information designed to assist members in the legal profession. Each member of ALA**MN** and ALA has made a personal commitment to increasing the professionalism of law office administration. To learn more about ALA**MN**, visit ala-mn.org.

Spousal Maintenance Obligations Upon Retirement

By James J. Vedder | 612-877-5294 | Jim.Vedder@lawmoss.com

Jim Vedder is a shareholder who practices exclusively in the area of family law. Jim assists clients in a variety of matters including antenuptial/prenuptial and postnuptial agreements, valuation of businesses, complex litigation and settlement of marital and non-marital assets, complex non-marital tracing, custody settlement and litigation, and settlement negotiations, as well as appeals.

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The question of when a spousal maintenance payor may retire and modify or terminate his or her maintenance obligation has been arising more frequently as many of the baby boomers enter into retirement. The natural questions that arise are:

- At what age will a Minnesota court find that a spousal maintenance payor's retirement is in good faith and not to avoid a spousal maintenance obligation?
- Even if the court does find that the retirement is appropriate, will it terminate or reduce the maintenance obligation?
- What factors does the court consider when determining a retired spousal maintenance payor's ability to pay maintenance after retirement?

The answers to the above will depend in large part on the specific facts of each case given the nature of family law and the significant discretion that is afforded to family court judicial officers. However, there have been a number of cases that have addressed these issues and provide some valuable guidance.

First, there is no bright line rule regarding the age when a spousal maintenance payor may retire and end or reduce his or her obligation. The closer the spousal maintenance payor gets to the traditional retirement age of 65 or 66, the more likely the court is to determine that the retirement is in good faith and not to avoid paying spousal maintenance. However, this is not to say that an individual younger than age 65 cannot retire and have his or her maintenance obligation reduced or terminated. In such cases, the court is to consider the payor's intentions with respect to retirement at the time of the original divorce decree, the job market in the area where the payor is employed, the payor's health, the payor's financial circumstances (e.g., retirement/investment accounts), and other subjective factors the payor offers regarding early retirement. When considering retirement, the obligor should consult with his or her attorney regarding the above factors to determine whether they support a modification or termination.

Second, once a spousal maintenance payor retires, there often will be certain pools of income that the court will review to determine whether the payor can continue to pay spousal maintenance. A spousal maintenance payor has no obligation to pay spousal maintenance from marital assets that were awarded to the payor as part of a divorce. Those assets were divided at the time of the initial divorce and cannot be divided a second time through spousal maintenance. Even so, any income earned on the payor's share of marital assets will be used to determine the payor's continued ability to pay spousal maintenance.

A more difficult question is what to do with assets that the payor has acquired since the divorce. Certainly, it would seem unfair that a spousal maintenance recipient could get a second bite of the apple and receive assets that the payor has obtained since the divorce. However, Minnesota courts are allowed to consider assets that have been acquired by the payor after the divorce in terms of assessing his or her ability to continue to pay spousal maintenance. There is some question about whether the court ought to be able to do this, and it does not appear that the issue is as well defined as some may think, particularly when it comes to defined contribution plans, such as 401k plans. The court can consider the income earned on a payor's post-divorce assets when assessing a payor's ability to continue paying spousal maintenance.

The question also rises about whether the court can use an obligor's premarital assets to determine an obligor's ability to continue to pay maintenance. It would appear that, if the premarital assets were awarded as an asset in the divorce proceeding, then the court cannot do so, but some of the decisions on such cases are a bit confused in this regard.

There has been discussion that a party should, at the very least, receive a "return of" his or her marital assets, as opposed to a "return on" those assets. Simply put, the payor should receive the assets that he or she was awarded in the divorce, but the investment return received on those assets would be available to determine the payor's ability to continue paying spousal maintenance.

Third, a payor will often want to know when a permanent maintenance obligation will end. There is no set end date for a permanent obligation, and, therefore, it will depend on the parties' respective financial circumstances at the time the payor seeks a reduction or termination of the maintenance. One thing the court may consider is whether the recipient of the maintenance has been a "prudent investor" with his or her assets. Certainly, it would not be fair if the spousal maintenance payor prudently invested his or her assets only to have to continue to pay spousal maintenance to a former spouse because he or she did not sufficiently invest his or her share of assets awarded at the time of the divorce. Again, this seems like a second bite of the apple when determining the division of assets.

The law on maintenance reductions and terminations as a result of retirement will very likely be a heavily litigated issue over the next several years as more and more of the baby boomer generation retire. The law on this issue should become much more settled as Minnesota courts consider a variety of fact patterns when addressing these types of issues. In the meantime, it is strongly encouraged that spousal maintenance payors who are considering retiring consult with an experienced family law attorney so they can begin to plan for the future.

Federal Trade Secret Law: The Same as Before – Only Better

By Michael A. Bondi | 612-877-5307 | Michael.Bondi@lawmoss.com

Michael Bondi focuses on the preparation and prosecution of U.S. and foreign patent and trademark applications. He brings his extensive patent and trademark management experience to clients in a broad range of industries and enjoys the variety of working with both large companies who have complex multi-national trademark and patent portfolios, as well as smaller companies and individuals who are selecting their first trademark or filing their first patent application.

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In May, President Obama signed the Defend Trade Secrets Act ("DTSA") to provide a federal law for protecting trade secrets. Prior to this law, trade secrets were the only aspect of intellectual property that was not federally protected. While the DTSA unifies and harmonizes trade secret laws in the U.S., the DTSA does not preempt the state trade secret laws.

What is a Trade Secret?

The nature of trade dress remains substantially the same as before the DTSA in that a trade secret is information for which reasonable measures are taken to protect the information and that derives independent economic value from not being generally known.

The DTSA broadly defines information that can be the subject of a trade secret. While many trade secrets are included in tangible documents, it is possible for intangible information to be a trade secret.

How Are Trade Secrets Protected?

The best feature of a trade secret is that it is not necessary to file any documents to claim that the information is a trade secret. The trade secret comes into existence when steps are taken to protect the information.

Trade secrets should be identified as confidential to minimize potential challenges that the information is not a trade secret. Access to the trade secrets should be restricted to only those people who need access to the information to minimize the potential of unauthorized disclosure. It is advisable to periodically remind persons who have access to the trade secrets of the importance of keeping such information confidential.

What Constitutes Misappropriation?

Misappropriation occurs when the trade secret is obtained through improper means or when the trade secret is disclosed without permission. Examples of improper means include theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means. Trade secret misappropriation does not include reverse engineering, independent derivation, or other lawful means of acquisition.

Remedies

The primary benefit of the DTSA is that a trade secret misappropriation lawsuit can be filed in federal court. Over time, it is anticipated that the decisions of the federal courts, including the Supreme Court, will result in the development of more consistent trade secret protection, much like the manner in which patents, trademarks, and copyrights are protected.

A primary remedy associated with an action under the DTSA is an injunction that prohibits the defendant from continuing to use the misappropriated trade secrets. The plaintiff can also receive damages associated with the plaintiff's actual loss resulting from the trade secret misappropriation, as well as the defendant's unjust enrichment beyond the plaintiff's actual loss. Alternatively, the plaintiff can recover a reasonable royalty associated with the defendant's trade secret misappropriation. In situations where the court determines the defendant willfully and maliciously misappropriated the trade secrets, the court can award enhanced damages of up to two times the amount of the determined damages.

Liability for trade secret misappropriation extends to not only the person who misappropriated the confidential information, but also to the person who received the confidential information under circumstances in which the receiving person had reason to believe that the disclosure was not permitted.

Attorneys' Fees

Both plaintiffs and defendants have the ability to recover attorneys' fees relating to actions brought under the DTSA. A plaintiff can recover attorneys' fees if the court determines that the trade secret was willfully and maliciously misappropriated. A defendant can recover attorneys' fees if the court determines that the action was brought in bad faith. Bad faith can be established by circumstantial evidence.

Ex Parte Seizures

A significant difference between the DTSA and most state laws is that it is now possible to get court approval to seize objects containing trade secrets without giving notice to the defendant. Similar to *ex parte* procedures in other contexts, the plaintiff needs to show that an extraordinary situation exists such that, if the seizure is not granted, the defendant will likely act to further impact the value of the trade secret. The seized material is taken into the custody of the court that is then under an obligation to protect the confidentiality of the seized material.

Foreign Trade Secret Misappropriation

Significant trade secret theft occurs outside the U.S. that impacts U.S. companies. In an effort to address this issue, the DTSA permits claims to be brought for conduct outside the U.S. if the offender is (1) a citizen or permanent resident alien of the U.S. or (2) a company that is organized under U.S. law or a political subdivision thereof. It is also possible to bring a claim under the DTSA if an act in furtherance of the trade secret misappropriation was committed in the U.S. Persons who experience trade secret theft abroad are encouraged to report such incidents to the U.S. Attorney General.

Federal Trade Secret Law - Continued on Page 7

ALERT: New Rules Expand Overtime Pay Eligibility

The U.S. Department of Labor recently issued new rules raising the salary threshold required to qualify for the "white collar" exemption under the Fair Labor Standards Act to $47,476 per year or $913 per week. The new salary level is more than double the current $23,660 annual or $455 weekly cutoff to qualify for exemptions for executive, administrative, and professional employees.

Employers are now faced with the challenge, before December 1 of this year, of analyzing the status of all employees who earn less than the new salary threshold, but who were previously exempt from overtime, to determine how they will be paid going forward. Employers will have to consider whether to increase the salaries of those employees to meet the new salary threshold or to reclassify them as non-exempt and thus eligible for overtime.

ALERT: Employee Handbooks

Based on several recent changes in employment law, Minnesota employers should take care to update their existing employee handbooks to reflect such changes. For example, the Women's Economic Security Act of 2014 contained various provisions that must be incorporated into existing employee handbooks. Minnesota employers' handbooks must include a provision informing employees of their right to share information with their co-workers about their wages and the remedies available under the law if adverse action is taken because of such a disclosure. Employers also must ensure that their sick leave policy is consistent with the expansion of the Sick Leave Benefits statute that allows sick leave to be used for safety leave or for the care of various family members. Finally, Minnesota parenting leave policies must be revised to include the increased time off (from six weeks to twelve weeks) and the allowed uses of the leave (absences relating to pregnancy).

ALERT: New Minneapolis Paid Sick Leave Ordinance

On May 27, 2016, the City of Minneapolis passed an ordinance to require most private employers to offer paid sick leave to workers. Starting July 1, 2017, workers at Minneapolis businesses with six or more employees will be able to earn up to 48 hours of paid sick leave per year, at a rate of one hour of leave per 30 hours of work. Employers with five or fewer employees will be required to offer the same amount of unpaid leave. Workers will be able to roll over unused sick leave from one year to the next until they accumulate 80 hours.

The new ordinance applies to employers based in Minneapolis and to workers who have a regular workplace in the city. However, it also applies to workers such as delivery drivers and repair persons who move into and out of the city during a work day, who would be able to accumulate paid leave for each hour worked within the city, provided that they spend at least 80 hours working within the boundaries of Minneapolis in any given year.

ALERT: Pet Trusts

In May 2016, Minnesota became the final state to allow an individual to create a trust for the benefit of a pet. H.F. 1372 added section 501C.0408 to the Minnesota Trust Code, providing for the creation of a "trust for the care of animal alive during the settlor's lifetime." The statute further provides that the trust may designate a person who is responsible for administering the trust for the benefit of the pet during its lifetime and that the trust must terminate upon the death of the pet. The settlor can contribute any dollar amount to the trust and the statute directs that upon the termination of the trust, the assets in the trust shall pass to the beneficiaries designated in the trust instrument, or in the event the instrument is silent, to the settlor's heirs-at-law as determined under the intestacy statutes in the state in which the settlor was domiciled.

If you would like assistance in assuring best practices in any of these areas, please contact your attorney at Moss & Barnett.

GREAT TEAMS ACHIEVE GREAT RESULTS

Moss & Barnett Congratulates its Attorneys Listed in 2016 *Super Lawyers* and *Rising Stars*

Moss & Barnett is pleased to congratulate its attorneys who are listed in 2016 *Super Lawyers* and *Rising Stars*.

Minnesota *Super Lawyers* 2016

- **Cindy J. Ackerman** – Estate & Probate
- **Kevin M. Busch** – Banking
- **Mitchell H. Cox** – Business/Corporate
- **Jana Aune Deach** – Family Law
- **Aaron A. Dean** – Construction Litigation
- **Charles E. Jones** – Professional Liability: Defense
- **Susan C. Rhode*** – Family Law
- **Dave F. Senger** – Businesss/Corporate
- **Thomas J. Shroyer** – Professional Liability: Defense
- **James J. Vedder*** – Family Law

Super Lawyers is a rating service of outstanding lawyers from more than 70 practice areas who have attained a high degree of peer recognition and professional achievement. Peer nominations and evaluations are combined with third-party research, and selections are made on an annual, state-by-state basis. Designation as a *Super Lawyer* is awarded annually to only 5% of the licensed, active lawyers in Minnesota.

Minnesota *Rising Stars* 2016

- **Sarah E. Doerr** – Creditor Debtor Rights
- **Taylor D. Sztainer** – Business Litigation

In 1998, *Super Lawyers* launched *Rising Stars* in Minnesota to recognize the top up-and-coming attorneys in the state — those who are 40 years old or younger, or who have been practicing for ten years or less. Designation as a *Rising Star* is awarded annually to no more than 2.5% of licensed, active lawyers in Minnesota.

* ***Moss & Barnett is especially pleased to congratulate Susan C. Rhode, who ranked in the Minnesota Top 10, Top 50 Women, and Top 100 Super Lawyers lists for 2016, and to James J. Vedder, who ranked in the Top 100 Super Lawyers list for 2016.***


Cindy J. Ackerman


Kevin M. Busch


Mitchell H. Cox


Jana Aune Deach


Aaron A. Dean


Sarah E. Doerr


Charles E. Jones


Susan C. Rhode


Dave F. Senger


Thomas J. Shroyer


Taylor D. Sztainer


James J. Vedder

To learn more about Moss & Barnett, our attorneys, and our various practice areas, please visit our website at LawMoss.com.

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The Next Steps

Business agreements typically address the handling of confidential information disclosed between the businesses. Agreements that were prepared before enactment of the DTSA should be reviewed to evaluate the potential impact of the DTSA. For example, an agreement may state that the disclosure and use of confidential information is to be governed by state law, even though the DTSA may provide superior protections against unauthorized use or disclosure of the information.

Conclusion

Because the DTSA represents one of the most significant changes in the U.S. intellectual property laws in quite some time, it is likely that there will be questions regarding how the DTSA affects your business. Please contact your attorney to further discuss.

Moss & Barnett

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Did You Know?

Kelly C. McGinty, an attorney with our litigation team, plays midfield for the USA Women's National Bandy Team. Bandy is played on an ice surface the size of a soccer field, and the only Bandy ice sheet in North America is located in Roseville, Minnesota, at the Guidant John Rose Oval skating rink. Bandy is best described as field hockey on skates. Each team is made up of 11 skaters, including a goalkeeper. The aim of Bandy is to score goals by hitting an orange or pink ball the approximate size of a tennis ball into the opposing team's net with a curved stick four feet in length. The rules of bandy are very similar to the rules of soccer, and the sport is most popular in Russia and the Scandinavian countries. The sport is so popular in Russia that, when Russia hosted the Men's World Bandy Championships this year, President Vladimir Putin attended the tournament.

Photo courtesy of Slade Kemmet at SladeKemmet.com

Kelly McGinty, USA vs. Norway

From February 18-21, 2016, Team USA hosted China, Russia, Sweden, Finland, Norway, and Canada for the Women's Bandy World Championship, which was held at the Oval. Team USA placed 5th in this year's Women's World Championship. The women's tournament is currently played every two years. To learn more about USA Bandy, visit usabandy.com.

Congratulations to Kelly and the rest of Team USA!