Highlights of the 2025-2 Edition

This 2025-2 Edition of *Trade Secrets Law* includes updated coverage throughout the treatise of recent case law, legislative and regulatory actions. The new 2025-2 Edition includes:

- Updated section discussing the federal common law that presumes a federal statute is limited to domestic acts and that federal statues will not be enforced extraterritorially unless Congress expresses in the statute that it be applied extraterritorially. The U.S. Court of Appeals for the Seventh Circuit addressed this law in *Motorola Solutions, Inc. v. Hytera Communications Corp.* when considering the propriety of awarding damages for sales made outside the United States but for the misappropriation as defined by the Defend Trade Secrets Act, and this opinion is addressed extensively. (*See* § 4:11);
- Updated section discussing the U.S Court of Appeals for the Second Circuit opinion in *Syntel Sterling Best Shores Mauritius Limited v. The TriZetto Group, Inc.*, that makes clear that although unjust enrichment is a measure of damages under the federal Defend Trade Secrets Act, the commercial realities between the parties and in the marketplace must be considered and will, in certain situations, make such a measure of damages improper as a matter of law (*See* § 4:11);
- Updated section discussing the constitutional due process protection to a defendant subject to an award of exemplary damages under the federal Defend Trade Secrets Act. (*See* § 4:11);
- Updated section discussing the unjust enrichment measure of damages based on a defendant's avoided research and development costs from the misappropriation, including the considerations addressed by the U.S. Court of Appeals for the Second Circuit in *Syntel Sterling Best Shores Mauritius Limited v. The TriZetto Group, Inc.* and by the U.S. Court of Appeals for the Third Circuit in *PPG Industries Inc. v. Jiangsu Tie Mao Glass Co. Ltd.* (*See* § 7:20);
- Updated section discussing the head start rule of damages to account for the amount of time saved from misappropriation, and when that head start time frame commences as discussed in the U.S. Court of Appeals for the Federal Circuit opinion of *AMS-OSRAM USA Inc. v. Renesas Electronics America, Inc.* (See § 7:20);

- Updated section discussing the handful of state statutes that have voided noncompetition agreements with employees; namely California, Minnesota, North Dakota, Oklahoma, and Wyoming. (*See* § 13:4);
- Updated section discussing the substantial number of amended state statutes addressing noncompetition agreements so as to not apply to low income employees, including the statutes of Colorado, Illinois, Maine, Maryland, New Hampshire, Oregon, Rhode Island, Virginia, and Washington. (*See* § 13:5);
- Updated section discussing the choice of law considerations involving noncompetition agreements, and how some states have enacted parochial statutes favoring application of their noncompetition laws, as well as the complex analysis that may be required of courts when navigating these statutes as shown in the U.S. Court of Appeals for the First Circuit opinion in *DraftKings Inc. v. Hermalyn*. (*See* § 13:7);
- Updated section discussing the various blue penciling considerations involving noncompetition agreements that often depends upon the applicable state law involved, with analysis of new statutory and/or common law in Delaware, Louisiana, Nevada, Oregon, and Wyoming (*See* § 13:8);
- Updated section discussing the numerous amended state statutes addressing noncompetition agreements so that they do not apply to certain physicians and healthcare workers, including the statutes of Arkansas, Colorado, Delaware, Indiana, Louisiana, Maryland, Massachusetts, New Hampshire, Pennsylvania, South Dakota, Tennessee, Texas, Utah, and Wyoming (*See* § 13:9);
- Updated section discussing the most pro-employer state statute addressing noncompetition agreements, the Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth ("CHOICE") Act, that specifies that for certain agreements that comply with the Act, a Court must issue a preliminary injunction for an employee noncompetition agreement of up to four years of noncompetition, among other provisions (*See* § § 13:10, 27);
- Updated sections discussing the updated statutory and common law of Florida, Georgia, Kansas, Massachusetts, Utah, Virginia, Washington, and Wyoming (*See* § § 27, 28, 34, 39, 62, 65, 66, 69); and
- Updates to the appendix detailing the state statutes directed to noncompetition agreements made necessary by recent legislative enactments. (*See* Appendix I1).