

Business Law

To: Management of Greene's Jewelry Wholesale LLC

From: Legal Intern Kumyiah McDonald

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Subject: Legal Issues in the Case against Mrs. Lawson

Memo Introduction

Greene's Jewelry Wholesale, LLC Company have all employees to sign an engagement not to rival and confidentiality acceptance. Mrs. Lawson former junior executive in our company has breached trust and has broken the contract not to compete, this, through working after the fact of being dismissed from our company in Howell Jewelry World and disclosing our Ever-Gold secret process.

In the case of Greene, the company have a right to seek justice as their secret of manufacturing their jewelry has a patent. The company is definitely protected just in case any theft may occur (Krauspenhaar, 2014). So the Greene company has a right to stop any other company from copying or using the invention without getting permission from the creator of the product. Greene could very well sue Howell Company that used their secret without their approval.

The asset of the company is the patent so at during any period of time no other company can use in their manufacturing. When Jennifer signed the confidentiality contract she was to uphold that contract. As Mrs. Lawson was terminated and needed to look for employment, she decided to divulge that information to their competitor. She breached the contract, so Greene have a right to

sue and there is evidence supporting their right to go forward. Because the patent period did not elapse, Jennifer did not have the right or the authority to give the information to the competitor. The information that the Greene Company has can be used in their argument of their rights to the secret of the manufacturing process.

IIA Facts and Law

Mrs. Lawson is suing the Greene company for wrongful termination and the federal law is put into place to protect employees against discrimination in the workplace. This is in respect to color, race, sex, disability, religion, nationality, age and pregnancy (Swain, 2015). Mrs. Lawson fits into the category because she feels that her termination came about because of her pregnancy. The Pregnancy Discrimination Act, this law amended Title VII to make it illegal to discriminate against women because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. This in turn makes it illegal to retaliate against a person because they have suggested discrimination. In the defense of the Greene company can use that Mrs. Lawson was an excellent employee but she has been reprimanded about her tardiness. Greene's policy is very stern when it comes to punctuality but being that the company were starting to have some financial woes they decided to downsize, so Mrs. Lawson was let go and they could not give anyone time off with only employing a few people.

Contracts are an enforcement of an agreement between employer and employee, which is very important (Swain, 2015). Mrs. Lawson signed an agreement stating the confidentiality of the company, so she had no right to disclose any of that information. When she gave the information to the Howell Company that was a breach of that contract. This contract that was

breached has legal implications that will allow the Greene company to sue Mrs. Lawson for damages that she caused to their business. The Greene company need to determine the different types of breach that happened which is material meaning that Mrs. Lawson have to pay the Greene company for any loses since their patent was disclosed to a competitor.

The law that deals with employment regulate the duties and rights of the employers and their employees. This confirms that the working environment is safe and the employers wellbeing are protected. The employment law is from the constitution and federal laws of the state, the court's opinion, as well as legislation and rules on administration (Andrews, 2016).

Relationship are regulated in employment by contracts, for example the relationship between the Greene company and Mrs. Lawson. The contract and the law regulates working hours stating it is unlawful to get paid for time less than what you give your employer. With Mrs. Lawson coming in late consistently that gave the Greene company the right to terminate her employment.

B. Precedent

The Fair Work Commission states it is unfair to terminate an employee for being late for the first time, but if it turns into a habit the company has the right to exercise termination. The Greene company had a policy on lateness in place and such warning are given even if the employee performance is above average. The company can terminate after the employee was given a warning.

The case between *Anderson vs. Backlund (1924)* where the two parties signed a contract to lease a farm. Backlund signed the lease based on the agreement that the water supply would be enough in which it was not and it led the cattle to die (Swain, 2015). The terms of a contract

are supposed to be fulfilled by both parties. If the contract is breach by any party, damages should be paid. As in this case Mrs. Lawson signed a confidentiality contract that she revoked by giving the Greene company's patent so she should pay for damages.

C. Facts to be determined

Richard V. Westerhoff says it is important that the correct facts are established when dealing with infringements of patent rights (Meurer, 2016). When collecting data, it is a formal process that must be followed to make sure litigation is applicable. The gathering questions regarding patent rights are the correct content for confidentiality agreement signed. Mrs. Lawson should be asked why did she give the Greene company secret knowing that she signed a binding contract. The facts need to be stated how Mrs. Lawson passed on the secret of her former employer, that created this disaster. When an employee has been dismissed there is a process that must be proved to make sure the dismissal was legal. It is important to clarify ways the company will be protected.

The facts must establish the legal aspects and ownership of the patents by the Greene company. This will help prove the defendant was wrong and to see if anything may have been done correctly, and how to avoid damages. The confidentiality agreement in place along with the patent are very important to prove the decency of the legalities.

References

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