



MBA 610 Final Project Part I, Milestone One Guidelines and Rubric

Overview: For Final Project Part I of this course, you will create a memorandum. In Milestone One, submit your Memo Introduction, Facts and Laws, Precedent, and Facts to be Determined sections (Sections I, IIA and IIB, and IIC) of the memorandum.

Prompt: In the Memo Introduction section, articulate what you feel are the strengths of your company's legal claim or defense. In the Facts and Laws section, analyze the facts related to employment discrimination or unlawful termination based on your company's perspective. In the Precedent section, select cases that support your company's position in terms of employment discrimination or unlawful termination. Justify why they support its case. In the Facts to be Determined section, determine any facts that will help you better analyze your company's position. Make sure to incorporate the feedback you receive on this assignment into your final submission.

You are an intern at the legal department at one of the companies in the following scenario (Greene or Howell) and tasked with compiling a memo for your supervisor, which will be used to formulate an official executive brief of these lawsuits.

Scenario

Mary Jane and Allen Greene, a married couple, own a high-end costume jewelry manufacturing and distribution company called Greene's Jewelry Wholesale, LLC. The principal place of business for Greene's Jewelry is in Derry, New Hampshire, where it owns a warehouse and two storefronts. Originally started in 1957, the company expanded over five decades, and it now employs 502 individuals in a variety of departments, including sales and marketing, research and development, human resources, and manufacturing.

The primary asset of Greene's Jewelry is its patented process for creating a synthetic gold-colored material called "Ever-Gold," which is used in Greene's necklaces, rings, earrings, and bracelets. Ever-Gold is impervious to scratches, discoloration, oxidization, and is marketed as "everlasting gold."

Jennifer Lawson, who has been employed for three years as a junior executive secretary in the research and development department at Greene's Jewelry, has just learned that she is pregnant. She has earned high marks on each of her annual reviews with the company, with the exception of the fact that she routinely shows up 15 to 30 minutes late for work. Otherwise, she is deemed to be professional, articulate, diligent, and skilled in her role with the company. When Lawson advises the head of human resources, Lisa Peele, that she may have to take additional time off as a result of some high-risk factors that she will face during the course of her pregnancy, she is told that her position has been eliminated. The specific words are: "Congratulations Jennifer! That is exciting news for you. We do not need to worry about time off, though, because, regrettably, I was just going to let you know that we are downsizing and no longer have a need for any of our junior executive secretaries."

Jennifer is distraught, and immediately returns to her desk to clear it out as instructed. She removes all of her personal items, as well as the projects she was working on prior to her discussion with Lisa Peele. When she returns to her home, she realizes that she has inadvertently taken a draft letter to Greene's patent attorney, which details the secret process for creating Ever-Gold.

Although Greene's Jewelry requires all of its executives to sign covenants not to compete and confidentiality agreements, Jennifer was only required to sign a confidentiality agreement, by which she agreed never to disclose any information that she might acquire from Greene's regarding the process used to create Ever-Gold.

Panicked, and knowing that she needs a job, she calls one of Greene's competitors, Howell Jewelry World, and advises its hiring manager that she is a former employee of Greene's, that she needs a job, and that she has confidential information about Ever-Gold that would help Howell compete with Greene's. The hiring manager at Howell, Naomi White, schedules an interview with Jennifer for the following day.

At the end of the interview, Naomi makes an offer to Jennifer to begin work with Howell immediately, but she conditions the offer on Jennifer's execution of an employment contract. The contract contains two specific provisions that Naomi insists Jennifer read and initial, in addition to signing the contract as a whole. One of those provisions states that Jennifer will disclose the information she has regarding the Ever-Gold process prior to commencing work with Howell. The other provision is a covenant to not work for any competitor of Howell for two years after she leaves the employ of Howell, irrespective of the reason for leaving, and whether she quits or is fired. Jennifer initials both of the provisions, signs the contract for employment, and gives Naomi a copy of the letter that she removed from her desk at Greene's.

One week after she starts working with Howell, Jennifer is fired for chronic tardiness, and she thereafter gets a job working as a sales associate with the only other jewelry company in town, Triumph Jewels.

Meanwhile, Greene's learns that Howell has acquired knowledge of the secret process used to create Ever-Gold, and that Howell has tweaked the process slightly so as to avoid any patent infringement issues but to still create a product with similar characteristics and qualities of Ever-Gold. Howell, for its part, has learned that Jennifer is working for a competitor and fears that Jennifer will disclose the process to Triumph. Finally, one of Howell's customers had developed a disfiguring rash as a direct result of the new process Howell has begun using in its jewelry.

Greene's sues Jennifer for breach of the confidentiality agreement when it learns that she has given confidential information to Howell. Jennifer counter-sues Greene's for wrongful termination. Howell sues Jennifer for breach of the covenant not to compete, and Jennifer counter-sues for fraudulent inducement, believing that she was tricked into signing the employment contract with Howell and that Howell was never interested in hiring her, but was interested only in acquiring information on the process to create Ever-Gold. Howell also sues Triumph, claiming that it knew or should have known that Jennifer was subject to a covenant not to compete, and that Triumph should therefore be bound by its provisions.

Specifically, the following critical elements must be addressed:

- I. **Memo Introduction:** Articulate what you feel are the strengths of your company's legal claim or defense.

- II. Client's Case
 - A. **Facts and Laws**
 1. Analyze the facts related to employment discrimination or **unlawful termination** based on your company's perspective.
 2. Analyze the facts related to **contract issues** based on your company's perspective.

3. Identify the operative employment and contract **laws** that apply to your company’s case.

B. Precedent

1. Select cases that support your company’s position in terms of employment discrimination or **unlawful termination**. Justify why they support its case.
2. Select cases that support your company’s position in terms of **contract disputes**. Justify why they support its case.

C. Facts to be Determined

1. Determine any **facts** that will help you better analyze your company’s position. In other words, what questions do you need answered before you can proceed?
2. Explain how the identified facts will help **establish** the legal rights and/or obligations of the defendant in relation to your company. In other words, how would those facts reflect on the propriety and legality of the decisions that were made?

Guidelines for Submission: Your memorandum should be 4–5 pages, using 12-point Times New Roman font and one-inch margins. You should use current APA style guidelines for your citations and reference list. Generally speaking, the best memos include references to at least two cases for each point of law that is mentioned. Students also earn high marks when they cite cases that appear to support a different legal resolution than the one presented by the student, and then distinguish that case from the scenario described in this assignment. Such distinctions demonstrate exemplary understanding of the course materials.

Instructor Feedback: This activity uses an integrated rubric in Blackboard. Students can view instructor feedback in the Grade Center. For more information, review [these instructions](#).

Critical Elements	Proficient (100%)	Needs Improvement (75%)	Not Evident (0%)	Value
Memo Introduction	Articulates the strengths of company’s legal claim or defense	Articulates the strengths of company’s legal claim or defense, but with gaps in accuracy or detail	Does not articulate the strengths of company’s legal claim or defense	6
Facts and Laws: Unlawful Termination	Analyzes facts related to employment discrimination or unlawful termination based on company’s perspective	Analyzes facts related to employment discrimination or unlawful termination based on company’s perspective, but with gaps in accuracy or detail	Does not analyze facts related to employment discrimination or unlawful termination based on company’s perspective	12
Facts and Laws: Contract Issues	Analyzes facts related to contract issues based on company’s perspective	Analyzes facts related to contract issues based on company’s perspective, but with gaps in accuracy or detail	Does not analyze facts related to contract issues based on company’s perspective	12
Facts and Laws: Laws	Identifies operative employment and contract laws that apply to company’s case	Identifies operative employment and contract laws that apply to company’s case, but one or more operative laws are missing or there are inaccuracies	Does not identify operative employment and contract laws that apply to company’s case	12

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Precedent: Unlawful Termination	Selects cases that support company's position in terms of employment discrimination or unlawful termination, logically justifying selections	Selects cases that support company's position in terms of employment discrimination or unlawful termination, justifying selections, but case(s) are inappropriate for supporting case or justification has gaps in logic or detail	Does not select cases that support company's position in terms of employment discrimination or unlawful termination	12
Precedent: Contract Disputes	Selects cases that support company's position in terms of contract disputes, logically justifying selections	Selects cases that support company's position in terms of contract disputes, justifying selections, but case(s) are inappropriate for supporting case or justification has gaps in logic or detail	Does not select cases that support company's position in terms of contract disputes	12
Facts to be Determined: Facts	Determines facts needed for better analyzing company's position	Determines facts needed for better analyzing company's position, but with gaps in logic or detail	Does not determine facts needed for better analyzing company's position	12
Facts to be Determined: Establish	Explains how identified facts will help establish the legal rights and/or obligations of defendant in relation to company	Explains how identified facts will help establish the legal rights and/or obligations of defendant in relation to company, but with gaps in logic or detail	Does not explain how identified facts will help establish the legal rights and/or obligations of defendant in relation to company	12
Articulation of Response	Submission has no major errors related to citations, grammar, spelling, syntax, or organization	Submission has major errors related to citations, grammar, spelling, syntax, or organization that negatively impact readability and articulation of main ideas	Submission has critical errors related to citations, grammar, spelling, syntax, or organization that prevent understanding of ideas	10
Total				100%