Trade Secret Case Management Judicial Guide

Federal Judicial Center
2023

Trade Secret Case Management Judicial Guide

Peter S. Menell
Koret Professor of Law
Berkeley Center for Law & Technology
Berkeley Judicial Institute
University of California, Berkeley School of Law

David S. Almeling
O'Melveny & Myers LLP

Victoria A. Cundiff
Paul Hastings LLP (ret.)

James Pooley
PLC

Elizabeth Rowe
Henry L. and Grace Doherty Charitable Foundation Professor of Law
University of Virginia School of Law

Peter J. Toren

Rebecca Wexler
Assistant Professor of Law
Berkeley Center for Law & Technology
University of California, Berkeley School of Law

Federal Judicial Center 2023

This Federal Judicial Center publication was undertaken in furtherance of the Center's statutory mission to develop educational materials for the judicial branch. While the Center regards the content as responsible and valuable, it does not reflect policy or recommendations of the Board of the Federal Judicial Center.

© 2023 Peter S. Menell, David Almeling, Victoria A. Cundiff, James Pooley, Elizabeth Rowe, Peter J. Toren, Rebecca Wexler.

Permission has been granted to post this publication online. Distribution in hard copy is restricted to the judiciary.

email: pmenell@law.berkeley.edu

Appendix 10.1 Model Jury Instructions for Trade Secret Cases

Sound jury instructions offer critical guidance to jurors for assessing the evidence. Confusing, or worse, misleading, instructions can lead to confused decision-making or even reversal. At present there are few "official" guides to jury instructions in trade secret cases, particularly under the Defend Trade Secrets Act. This is likely due to the fact that the DTSA was enacted only in May 2016 and few jury verdicts have gone through full appellate review at this time. The Sedona Conference Working Group 12 on Trade Secrets is at work developing jury instructions for consideration in DTSA cases and readers should check the Sedona Conference website, https://thesedonaconference.org/wgs/wg12, for future drafts. The Intellectual Property Section of the California Lawyers Association has released some guidance, particularly with respect to claims under the California UTSA in its treatise, Trade Secret Litigation & Protection: A Practice Guide to the DTSA and the CUTSA (California Lawyers Association 2022), Appendix A. Some states have Pattern Jury Instructions that address some issues under state trade secret law, although few yet address instructions under the DTSA. For another sample set of instructions relevant to some issues arising in trade secret disputes, *see* Bill A. Hill & Charles F. B. McAleer Jr., *Misappropriation of Trade Secrets*, Brian A. Hill (ed.), Model Jury Instructions, Business Tort (ABA Section of Litigation) ch. 8 (5th ed. 2022). Jury instructions given by courts in similar cases can be instructive in flagging issues to be addressed in final jury instructions but are not a substitute for case-specific tailoring.

Suggested Topics for Consideration for Inclusion in Jury Instructions

Topics for consideration as the parties and the court arrive at jury instructions in cases raising trade secret claims may include the following, in addition to the general civil jury instructions:

1. The elements of a trade secret claim
2. Definition of trade secrets
3. Applicable limitations on scope of trade secret eligibility and, if applicable, clarification that trade secrets can include information held in human memory
4. A specification of the alleged trade secrets
5. Explanation of the meaning of "secrecy"
6. Explanation of the meaning of "reasonable measures" to protect information, including the fact that measures do not have to be perfect and may vary depending on the nature of the information and relevant businesses and relationships
7. Where relevant, a discussion of "negative know-how"
8. Explanation of the meaning of "generally known" or, as applicable, whether information is "readily ascertainable"
9. Where relevant, guidance on separating an employee's "general skill and knowledge" from "trade secrets"
10. Explanation of "actual or potential independent economic value" because of secrecy
11. Definition of "misappropriation" of the alleged trade secret, tied to plaintiff's claims (e.g., generally courts do not instruct on bribery as a wrongful means means of gaining access to trade secrets if no evidence has been presented on bribery)
12. Where pertinent, instruction on the DTSA requirement that the alleged secret be

related to a product or service used in or intended for use in interstate commerce

13. Where pertinent, which given the passage of time will be a diminishing number of cases, an instruction regarding the effect of misappropriation occurring prior to May 11, 2016
14. Where asserted by defendant, explanation of "independent development"
15. Where pertinent, explanation of lawful "reverse engineering"
16. Explanation of which party bears the burden of proof on each element of a claim or defense of a claim for misappropriation including explaining, where relevant, the difference between the burden of proof and the burden to produce evidence
17. Explanation of when a party "knew or had reason to know" that information was a trade secret or that acts taken in relation to the information were unlawful (including, as applicable, regarding a defense that the claim is barred by the statute of limitations)
18. Derivative responsibility for acts of another
19. Requirement to tie damages to misappropriation
20. Actual loss or unjust enrichment or, where applicable, reasonable royalty calculations
21. Willfulness (recognizing that some courts ask juries to provide an advisory opinion on this issue)
22. Duty to mitigate damages, if applicable
23. Where applicable, nominal damages
24. Where applicable, the amount of any exemplary damages (recognizing that in many jurisdictions a jury determination on this issue may be advisory)
25. Where applicable, impact of alleged spoliation or other litigation misconduct
26. Other affirmative defenses, such as statute of limitations or estoppel
27. Elements of any counterclaims

A. Sample Instructions

What follows is an abbreviated simple illustration of jury instructions of the type that might be used in trade secret disputes. It is not a "form," rather, a guide to fashioning case-specific instructions. It is largely patterned on the DTSA and UTSA and, where noted, the Restatement (First) of Torts § 757.

As a matter of case management, jury instructions normally must be presented to the court, argued, and largely finalized before the trial begins so that the parties can structure their presentation of evidence accordingly. A final charging conference typically occurs as the trial unfolds with final instructions determined after the close of evidence.

In cases in which multiple trade secrets are at issue, there will usually be a special verdict form asking the jury to determine as to each claimed trade secret (a) whether it meets the legal tests to be a trade secret and (b) whether plaintiff has shown by a preponderance of evidence that defendant has misappropriated the information. Where there are multiple defendants, each alleged to have a different tole in the misappropriation, a verdict form may

need to be crafted addressing the culpability of each defendant. Appendix 10-2 contains a sample verdict form.

Outline of Basic Jury Instructions

The following sample instructions deal only with the issues of law peculiar to trade secrets, and do not comprise a comprehensive set, which would include general instructions and would address other matters such as affirmative defenses and counterclaims. These instructions are generally consistent with the Uniform Trade Secrets Act, the Defend Trade Secrets Act, and with the Restatement (Third) of Unfair Competition except as otherwise noted; however, they should be checked against the law of the particular jurisdiction. Moreover, they should be supplemented with instructions that reflect the unique facts of the particular case. For example, in appropriate cases, the parties should consider instructions regarding adverse inferences that may be drawn from a party's spoliation of evidence.

Circumstantial Evidence

You must reach your verdict based on the evidence presented during the trial. You may not consider evidence that I have instructed you to disregard or on speculation about what witnesses might have said if I did not sustain an objection to their testimony.

In evaluating the evidence, there may be direct testimony or documents showing that particular acts did or did not occur. There may also be "circumstantial" evidence. Circumstantial evidence is evidence that tends to prove a disputed fact by proof of other facts. Circumstantial evidence is of no less value than direct evidence. The law makes no distinction between direct evidence and circumstantial evidence. You are entitled to weigh the force and importance of each type of evidence in arriving at your conclusion as to a particular fact. *[Courts often give the illustration of watching people enter an interior courtroom carrying wet umbrellas as circumstantial evidence that could be used to draw an inference that it is raining.]*

Elements and Burden of Proof

Plaintiff ABC Corporation contends that defendant XYZ Company and its employee John Smith have engaged in the unauthorized acquisition, use or disclosure of ABC's trade secrets. [NOTE: if any form of misappropriation is not at issue in the case, do not reference that type of misappropriation.] To prevail on this claim, ABC must prove, by a preponderance of the evidence, each of the following elements:

1. That ABC owned or had a license to use a trade secret. [NOTE: the instruction on ownership may vary depending on whether state or federal law applies and should track the applicable law or statute.]

2. That defendants XYZ or Smith misappropriated the secret.

3. That ABC has been harmed as a result of the misappropriation.

I will instruct you about each of these elements. Later, I will instruct you about certain defenses as to which XYZ and Smith have the burden of proof or the burden to produce evidence in support of their contention.

"Preponderance of the evidence" means evidence that has more convincing force than that opposed to it. If the evidence is so evenly balanced that you are unable to say that the evidence on either side of an issue preponderates, your finding on that issue must be against the party who had the burden of proving it.

You may have heard that in criminal cases the government has the burden of proving particular claims "beyond a reasonable doubt." That burden does not apply to any claims in this case.

You should consider all of the evidence bearing upon every issue regardless of who produced it.

Trade Secret Defined

[Uniform Trade Secrets Act and Defend Trade Secrets Act] A trade secret is any information which has actual or potential economic value because it is not generally known to, or readily ascertainable by, others who could have profited by using or disclosing it, and which the owner has made reasonable efforts to protect.[2]

> [Restatement (First) of Torts, §757 (applicable to claims brought under New York common law; otherwise this addition should not be included in the instructions)] A trade secret is any information that is in continuous use in the operation of a business or other enterprise and that is sufficiently valuable and secret to give an actual or potential economic advantage over others.
>
> [Instruction drawing on Restatement of Torts when considering claims brought under New York common law; otherwise this addition should not be included in the instructions)] You may consider the following factors in deciding whether information qualifies as a trade secret of ABC:
>
> 1. The extent to which the information is known outside of ABC's business.
>
> 2. The extent to which the information is known by employees and others involved in ABC's business.
>
> 3. The extent of measures taken by ABC to guard the secrecy of the information.
>
> 4. The value of the information to ABC and its competitors.
>
> 5. The amount of effort or money expended by ABC in developing the information.
>
> 6. The ease or difficulty with which the information could be properly acquired or duplicated by others.

Secrecy

To qualify as a trade secret, a substantial element of secrecy must exist, so that, except by the use of improper means, the information would be difficult or costly to acquire. "Secret" means that (1) the information was known only by Plaintiff or by others who learned the information from the Plaintiff and were obligated to keep the information secret, or by others who developed it independently and kept it secret, and (2) Plaintiff took reasonable precautionary measures to keep the information secret.[3] Thus, information that is readily ascertainable, because it is easily

---

2. *See* N.Y. Pattern Jury Instr., Civil Division 3 G 4 Intro. 1 (3d ed. 2019); Broker Genius, Inc. v. Zalta, 280 F. Supp. 3d 495, 514 (S.D.N.Y. 2017) (applying New York law and federal Defend Trade Secrets Act (DTSA)); 18 U.S.C. § 1839(3) (defines trade secrets as "'all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible,' so long as (1) 'the owner thereof has taken reasonable measures to keep such information secret' and (2) 'the information derives independent economic value . . . from not being generally known to, and not being readily ascertainable through proper means' by others.").

3. *See Broker Genius*, 280 F. Supp. 3d at 514; 18 U.S.C. § 1839(3).

available to the relevant public such as through public postings on the internet, in trade journals, reference books, or other published materials, or from an inexpensive examination of a publicly marketed product, cannot be a trade secret.[4]

However, a trade secret may consist in a combination of information that is generally known or readily ascertainable, if the combination itself qualifies as a trade secret under the standards I have described.

Also, information can qualify as a trade secret even though it may be independently discovered through reverse engineering—that is, starting with a known product and working backward by taking it apart, examining or testing it to find the method by which it was developed or manufactured—if that effort is lengthy or expensive.

A trade secret does not have to be absolutely secret. It can be disclosed to employees involved in its use, or to unrelated parties under circumstances that are intended to keep it from becoming generally known. The fact that someone may be or has been able to circumvent or overcome measures designed to ensure secrecy does not mean that the information is not a trade secret. However, a trade secret owner must make reasonable efforts to keep the information secret, as I will explain to you. Finally, the fact that another has been able to independently develop the same or similar information as the trade secret does not mean that the plaintiff does not have the right to protect the information it has developed so long as the information has not become generally known without restriction to the relevant public and the plaintiff takes reasonable measures to protect the information.

Value

As I have said, a trade secret must have value that results from its secrecy. In other words, a trade secret must be of sufficient value to provide an actual or potential economic advantage over others who do not possess the information. The advantage, however, need not be great. It is sufficient if the secret provides an advantage that is more than trivial. Although a trade secret can consist of a patentable invention, there is no requirement that the trade secret meet the standard of inventiveness applicable under federal patent law.

Reasonable Efforts to Protect Secrecy

One of the elements of a trade secret is that its owner must have made reasonable efforts to keep it secret. A trade secret owner does not have to undertake extreme and unduly expensive measures; however, its efforts must represent a reasonable attempt to limit exposure of the information to those who have a reason to know it and who are made aware of its confidential nature. In assessing reasonableness under the circumstances, you may consider the value of the information, the risk of unintended disclosure, and the cost or inconvenience of particular measures.

Application of Definition of Trade Secret to Each Alleged Secret

Below (or, if lengthy, in an Exhibit A) is a list of each item of information plaintiff has alleged to be a trade secret in this action. As to each item, please indicate whether you find that the information is a trade secret or is not a trade secret by marking the verdict questionnaire with an "x" in the appropriate box indicating that it is or is not a trade secret.

---

4. *Broker Genius*, 280 F. Supp. 3d at 514 ("If an individual discloses his trade secret to others who are under no obligation to protect the confidentiality of the information, or otherwise publicly discloses the secret, his property right is extinguished." (quoting Ruckelshaus v. Monsanto Co., 467 U.S. 986, 1002 (1984))).

If you find that none of the listed items is a trade secret, you should sign and date the verdict form and advise the courtroom deputy. You will not be required to complete the rest of the jury verdict form.

Misappropriation of a Trade Secret[5]

If you find that ABC has proved the existence of trade secret information as I have defined it for you, then you must decide whether Smith or XYZ has misappropriated any of this information.

Someone can misappropriate the trade secret of another in either of two ways: (1) by acquiring by improper means information that he knows or should know is another's trade secret; or (2) by using or disclosing without consent information that he knows or should know is another's trade secret.

As to the first kind of misappropriation, wrongful acquisition, "improper means" include theft, fraud, unauthorized interception of communications, inducement of or knowing participation in a breach of a duty of confidence, and other means either wrongful in themselves or wrongful under the circumstances of this case. Independent discovery and analysis of publicly available products or information are not improper means of acquisition.

A "duty of confidence" is owed by a person to whom a trade secret is disclosed, if the recipient either: (1) made an express promise, orally or in writing, to maintain secrecy; or (2) received the trade secret under circumstances that show that the recipient knew or should have known that the disclosure was intended to be confidential. Sometimes the nature of the relationship between the parties is sufficient to establish the necessary understanding of confidentiality.

The second kind of misappropriation, wrongful use or disclosure, consists of use or disclosure of the trade secret without consent, when the defendant knew or should have known that the information was a trade secret.

The defendant's knowledge can be proved in one of several ways, by showing that he knew or had reason to know that: (1) he acquired the trade secret under a duty of confidence; (2) he acquired the trade secret by improper means; (3) he acquired the trade secret from another person who had acquired it by improper means or breached a duty of confidence; or (4) he acquired the trade secret through an accident or mistake (unless the accident or mistake constituted a failure by the owner to make reasonable efforts to maintain secrecy).

To show that a defendant has "used" a trade secret does not require that he has copied or replicated the trade secret or employed it in the same way as the owner. Any exploitation of the information that is likely to result in injury to the owner is sufficient, including marketing goods that embody the trade secret, employing the trade secret in manufacturing, relying on the trade secret to assist or accelerate research or development, or soliciting customers through use of trade secret information. The unauthorized use need not extend to every aspect or feature of the trade secret; use of any substantial portion of it is sufficient. The defendant may also be liable if he uses the trade secret together with independently created improvements or modifications, if the result is substantially derived from the trade secret.

For each item of information you have concluded is a trade secret, you must indicate on your jury verdict form whether you find that plaintiff has proved that defendant misappropriated that trade secret.

---

5. The court should not instruct on forms of misappropriation that are not claimed to be at issue in the particular dispute.

Responsibility for Actions of Another

In determining whether XYZ is liable for misappropriation of a trade secret, you must consider whether XYZ directly engaged in acts of misappropriation as I have described them to you.

You must also consider whether XYZ authorized or directed Smith or others to misappropriate trade secrets on its behalf or whether the actions of Smith may be legally imputed to XYZ, as would be the case if XYZ knew or had reason to know of misappropriation by Smith but used the results of the misappropriation or otherwise benefitted by the misappropriation.

In the event that you find that XYZ directed or knew or should have known of the misappropriation or knowingly benefitted from the misappropriation, you must find XYZ liable for misappropriation of that particular trade secret.[6]

Damages for Misappropriation

If you find that either Smith or XYZ, or both, are liable for misappropriation of a trade secret, you must then decide the amount of damages caused by the misappropriation which are to be awarded to ABC to compensate it for the misappropriation. The fact that I am instructing you on damages does not mean that any party is entitled to recover damages. It is exclusively your function to decide whether Plaintiff has proven its claims, and I am instructing you on damages, if any, only so that you will have guidance should you decide that Plaintiff has done so.

The purpose of compensatory damages is to award, as far as possible, just and fair compensation for the loss, if any, which you believe that Plaintiff has suffered or the amount by which Defendant was enriched by the misappropriation. You may award ABC damages in an amount that represents either ABC's actual loss, or the benefit to the defendant(s); or you may award ABC's actual loss plus the benefit to the defendant(s)[7] to the extent that such benefit is not already taken into account in computing the actual loss.[8]

Damages must be determined with reasonable certainty from the evidence presented. Mathematical precision need not be shown, but you are not to guess or speculate as to damages. You are to consider each type of damage for each claim and then determine which form of damages is most appropriate, if any.

Reasonable Royalty for Misappropriation (depending on availability under applicable law)

If you find that Defendant has misappropriated one or more of Plaintiff's trade secrets but that Plaintiff has not established either lost profits or unjust enrichment by Defendant, you may consider an award of a reasonable royalty as damages for the misappropriation of that trade secret. A reasonable royalty is the price that would be agreed upon by the owner of the trade secret and the misappropriator in advance of the misappropriation for its use of the trade secret. Some of the factors you may consider in determining the amount of any reasonable royalty include:

---

6. Note also the following instruction approved in *C&F Packing Co., Inc. v. IBP, Inc*., 224 F.3d 1296, 1303 (Fed Cir. 2000): "Trade secret misappropriation may . . . be facilitated by placing a person who has legitimate knowledge of trade secrets in a position that may inherently call for disclosure or use. However, employing a competitor's former employee is not in and of itself sufficient to find misappropriation. An employee cannot be prevented from using his general skills or experience, even if they were obtained or developed while working for another employer."

7. Under New York law, unjust enrichment damages are unavailable when measured by defendant's avoided development costs. E.J. Brooks Co. v. Cambridge Sec. Seals, 105 N.E. 3d 301 (N.Y. 2018).

8. Final Instruction No. 42, Motorola Sols., Inc. v. Hytera Commc'ns. Corp. Ltd., 2020 WL 1026166 (N.D. Ill. 2020)).

1. Royalties, including as a portion of profits or selling price, that others have paid for the use of the information or comparable information;
2. The nature, scope, and duration of the Defendant's use of the trade secret and the commercial relationship between the parties;
3. The total value of the information to the owner, including its development costs, if any;
4. The time and effort that would have been required before the Defendant could have acquired or likely acquired the same or equivalent information through proper means;
5. The benefits of the information, its lifespan, and uses;
6. The profitability of any product made using the information and the extent and value of the use of the information by the Defendant.[9]

Note that the jury is also typically instructed to determine the period for which royalties will be awarded.

Willful and Malicious Conduct

If you decide that either Smith or XYZ has misappropriated a trade secret of ABC, you will be asked on your verdict form to indicate whether such misappropriation was willful and malicious. An act is done "willfully" if it is voluntary and intentional, rather than by mistake or accident. An act is done "maliciously" if prompted or accompanied by such gross indifference to the rights of others as will amount to a willful act without just cause or excuse. To find that an act was done "maliciously" you are not required to find that defendant had personal animus toward or hated the plaintiff.

Note that in appropriate cases an instruction may need to be given regarding the availability of punitive damages against an employer because of an act taken by its employee.

9. *See, e.g.*, ABA Model Jury Instr. Bus. Tort Lit. 421A; Vermont Microsystems, Inc. v. Autodesk, Inc., 88 F.3d 142, 152 (2d Cir. 1996).

Appendix 10.2 Sample Verdict Form for Use in Civil Trade Secret Cases

This verdict form is based on the verdict form used in *TechForward, Inc. v. BestBuy Co., Inc.*, Case No. CV-11-01313-ODW (JEMx), Dkt. #193 (C.D. Cal. Nov. 16, 2012).

CLAIM FOR MISAPPROPRIATION OF TRADE SECRETS

We answer the questions submitted to us as follows:

QUESTION NO. 1:

Was Plaintiff the owner or was Plaintiff the person or entity in whom or in which rightful legal or equitable title to, or license in, any of the following items is reposed? For all questions, see Court Exhibit 1, which lists the alleged trade secrets.

a. Alleged trade secret #1 (described)	Yes___ No____
b. Alleged trade secret #2 (described)	Yes___ No____
c. Alleged trade secret #3 (described)	Yes___ No____
d. Alleged trade secret #4 (described)	Yes___ No____
Etc. (identifying alleged trade secrets or groups of trade secrets)	

If your answer to Question 1(a) or 1(b) or 1(c) or 1(d) is "Yes," then answer Question 2.

If you answered "No" to Question 1(a) and 1(b) and 1 (c) and 1 (d), answer no further questions and have the presiding juror sign and date this form.

QUESTION NO. 2:

Was any of the following a "trade secret" as that term is defined in the instructions?

a. Alleged trade secret #1	Yes___ No____
b. Alleged trade secret #2	Yes___ No____
c. Alleged trade secret #3	Yes___ No____
d. Alleged trade secret #4	Yes___ No____

If your answer to Question 2(a) or 2(b) or 2(c) or 2(d) is "Yes," then answer Question 3.

If you answered "No" or "Not applicable" to Question 2(a) and 2(b) and 2(c) and 2(d), answer no further questions, and have the presiding juror sign and date this form.

QUESTION NO. 3:

Did Defendant improperly use the following trade secret(s)?

a. Alleged trade secret #1	Yes___ No____
b. Alleged trade secret #2	Yes___ No____
c. Alleged trade secret #3	Yes___ No____
d. Alleged trade secret #4	Yes___ No____

If your answer to Question 3(a) or 3(b) or 3(c) or 3(d) is "Yes," then answer Question 4.

If you answered "No," or "Not applicable" to Question 3(a) and 3(b) and 3(c) and 3(d), answer no further questions, and have the presiding juror sign and date this form.

Note to Reader: if Plaintiff claimed misappropriation through wrongful acquisition or through disclosure, questions based on that theory would be added or substituted as appropriate, tracking Question 3.

QUESTION NO. 4

Was Plaintiff harmed or was Defendant unjustly enriched as a result of Defendants improperly [acquiring] [using] [or disclosing] the following trade secrets?

	Harm to Plaintiff	Unjust Enrichment to Defendant
a. Alleged trade secret #1	Yes___ No____	Yes___ No____
b. Alleged trade secret #2	Yes___ No____	Yes___ No____
c. Alleged trade secret #3	Yes___ No____	Yes___ No____
d. Alleged trade secret #4	Yes___ No____	Yes___ No____

If your answer to Question 4(a) or 4(b) or 4(c) or 4(d) is "Yes," then answer Question 5.

If you answered "No" or "Not applicable" to Question 4(a) and 4(b) and 4(c) and 4(d), answer no further questions and have the presiding juror sign and date this form.

QUESTION NO. 5:

What amount of harm to the Plaintiff, if any, was caused by the improper [acquisition] [use] [or disclosure] of Plaintiff's alleged trade secret(s) by Defendant?

$_____

Next, answer Question No. 6

Note: depending on the argument and evidence offered by the parties, the court may decide to instruct the jury to calculate damages for each alleged trade secret.

QUESTION NO. 6:

What amount of unjust enrichment, if any, was caused by the improper use of Plaintiff's trade secrets by Defendant?

$_____

Next, answer Question No. 7

QUESTION NO. 7:

Was Defendant's improper misappropriation of Plaintiff's trade secret(s) as found in response to the prior questions willful and malicious?

____Yes ____No

There are no further questions in this section. Have the presiding juror sign and date this form, and proceed to the breach-of-contract sections of the jury verdict form.

Dated:_____

Signed:_____

After all verdict forms have been signed, notify the clerk/bailiff/court attendant that you are ready to present your verdict in the courtroom.

NOTE: Additional questions would be added for any additional claims or counterclaims. If there is a claim for breach of a contract as well as a claim for misappropriation, after providing Questions relating to breach of contract, add a question as follows:

What amount of the damages stated in response to Question ___[damages for breach of contract], if any, was included in your award of damages, if any, for the misappropriation of trade secrets?

The Federal Judicial Center

Board
The Chief Justice of the United States, *Chair*
Judge Carol Bagley Amon, U.S. District Court for the Eastern District of New York
Chief Bankruptcy Judge Mildred Cabán, U.S. Bankruptcy Court for the District of Puerto Rico
Judge R. Guy Cole, Jr., U.S. Court of Appeals for the Sixth Circuit
Judge Sara L. Ellis, U.S. District Court for the Northern District of Illinois
Judge Thomas M. Hardiman, U.S. Court of Appeals for the Third Circuit
Magistrate Judge Anthony E. Porcelli, U.S. District Court for the Middle District of Florida
Judge Lynn Winmill, U.S. District Court for the District of Idaho
Judge Roslynn R. Mauskopf, Director of the Administrative Office of the U.S. Courts

Director
John S. Cooke

Deputy Director
Clara J. Altman

About the Federal Judicial Center

The Federal Judicial Center is the research and education agency of the federal judicial system. It was established by Congress in 1967 (28 U.S.C. §§ 620–629) on the recommendation of the Judicial Conference of the United States.

By statute, the Chief Justice of the United States chairs the Center's Board, which also includes the director of the Administrative Office of the U.S. Courts and seven judges elected by the Judicial Conference.

The organization of the Center reflects its primary statutory mandates. The Education Division plans and produces education and training for judges and court staff, including in-person and virtual programs, videos and podcasts, publications, curriculum packages for in-district training, and web-based resources. The Research Division examines and evaluates current and alternative federal court practices and policies. This research assists Judicial Conference committees, who request most Center research, in developing policy recommendations. The Center's research also contributes substantially to its educational programs. The Federal Judicial History Office helps courts and others study and preserve federal judicial history. The International Office provides information to judicial and legal officials from foreign countries and informs federal judicial personnel of developments in international law and other court systems that may affect their work. Two units of the Director's Office—the Information Technology Office and the Editorial & Information Services Office—support Center missions through technology, editorial and design assistance, and organization and dissemination of Center resources.

Federal Judicial Center

One Columbus Circle NE
Washington, DC 20002-8003
fjc.dcn • fjc.gov