
(1) Remedies. In a civil action brought under this subsection with respect to the misappropriation of a trade secret, a court may—

   (A) grant an injunction (i) to prevent any actual or threatened misappropriation described in paragraph (1) on such terms as the court deems reasonable, provided the order does not (I) prevent a person from entering into an employment relationship, and that conditions placed on such employment shall be based on evidence of threatened misappropriation and not merely on the information the person knows; or (II) otherwise
conflict with an applicable State law prohibiting restraints on the practice of a lawful profession, trade, or business.

An injunction under the DTSA cannot “prevent” a person from taking new employment and must be based on evidence of “threatened” misappropriation. If an injunction limits someone’s new employment, this requires “evidence of threatened misappropriation,” not merely evidence that the employee “knows” trade secrets. This means a court cannot say to a departing employee "you cannot ever work at Company X, under any circumstances.” But a court can place restrictions on employment, like ordering the employee to wait a few months until a particular deal is over or prohibit the employee from working on a specific project, but only so long as the plaintiff brings forward evidence of a "threat" that the employee will use or disclose the trade secrets. The naked argument that the employee knows and will "inevitably" use or disclose the information in a new job should not be enough.

Much Ado About § 1836(b)(3)(A)(i)(I) - "many of these 'inevitable disclosure' injunctions were entered only after a showing that the employee has engaged in "bad acts" found
to threaten misappropriation of trade secrets."

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