



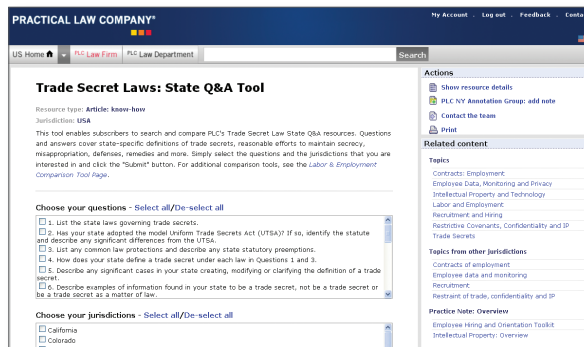
Uniform Trade Secrets Act

A STATE BY STATE GUIDE

Protection of trade secrets is essential to a company's capacity to gain economic advantage over its competitors. Misuse or disclosure of trade secrets can significantly damage the value of the information. The Uniform Trade Secrets Act (UTSA) serves as model legislation for states to create their own statutes on trade secrets.

PLC's Trade Secret Laws Q&As provide a detailed guide to state-specific definitions of trade secrets and the legal requirements related to protecting them. Answers to various questions can be compared across a number of states. Search [Trade Secret Laws: State Q&A Tool](#) on our website.

This extract highlights several states and just one of the topics covered in the range of questions from the full Trade Secret Laws Q&A. It considers whether the state has adopted the model UTSA and, if so, any significant differences between the state's version



and the UTSA. For the purposes of this extract, the law is stated as of September 1, 2011. The complete, regularly maintained version of each state's Q&A is available on our website.

- >> For an overview of the UTSA, search [Protection of Employers' Trade Secrets and Confidential Information: Trade Secrets](#) on our website.
- >> For additional State Q&A resources on a variety of Labor & Employment topics, search [State Q&A](#) on our website.

CONNECTICUT

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Has your state adopted the model UTSA? If so, please identify the statute or statutes comprising your state's adopted version of the UTSA.

Connecticut has adopted the model UTSA with slight modification. It is referred to as the Connecticut Uniform Trade Secrets Act (CUTSA) (*Conn. Gen. Stat.* §§ 35-50 to 35-58 (2011)).

Describe any significant differences between your state's adopted version and the model UTSA.

CUTSA Trade Secret Definition

The CUTSA:

- Expands the UTSA's definition of trade secret to include:
 - drawings;
 - cost data; and
 - customer lists.

- Expands the UTSA's definition of person to include a limited liability company.
- Expands the UTSA's definition of improper means to include searching through trash.
- Omits willful and malicious misappropriation as a basis for a prevailing party's entitlement to an award of reasonable attorneys' fees.

(*Conn. Gen. Stat.* §§ 35-51, 35-54 (2011).)

Injunctive Relief

The CUTSA allows payment of a reasonable royalty if an injunction to prohibit future use is unreasonable (*Conn. Gen. Stat.* § 35-52(b) (2011)). In contrast, UTSA Section 2(b) allows payment of a reasonable royalty only in exceptional circumstances.

DISTRICT OF COLUMBIA

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Has your state adopted the model UTSA? If so, please identify the statute or statutes comprising your state's adopted version of the UTSA.

The District of Columbia has adopted the model UTSA, with slight modification. It is referred to as the District of Columbia Uniform Trade Secrets Act (DCUTSA) (*D.C. Code §§ 36-401 to 36-410 (2011)*).

Describe any significant differences between your state's adopted version and the model UTSA.

The DCUTSA:

- Contains an additional provision permitting the disclosure of information to enforce the Occupational Safety and Health Act 1988 and Pesticide Operations Act 1978 (*D.C. Code § 36-410 (2011)*).
- Omits UTSA Section 10, which covers severability.

ILLINOIS

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Has your state adopted the model UTSA? If so, please identify the statute or statutes comprising your state's adopted version of the UTSA.

Illinois has adopted the model UTSA, with slight modification. It is referred to as the Illinois Trade Secrets Act (ITSA) (*765 Ill. Comp. Stat. Ann. 1065/1-9 (2010)*).

Describe any significant differences between your state's adopted version and the model UTSA.

ITSA Provides Broader Protection

The ITSA differs from the UTSA because it expands the UTSA's definition of a trade secret to include:

- Drawings.
- Financial data.
- Lists of actual or potential customers or suppliers.

(*765 Ill. Comp. Stat. Ann. 1065/2(d) (2010)*; *UTSA § 1(4)*.)

Under the ITSA, acquisition of trade secrets by improper means does not include:

- Reverse engineering.
- Independent development.

(*765 Ill. Comp. Stat. Ann. 1065/2(a) (2010)*.)

The ITSA does not affect the definition of a trade secret contained in any other Illinois statute (*765 Ill. Comp. Stat. Ann. 1065/8(4)*).

Enforceability of Nondisclosure Agreements

The ITSA does not affect contractual remedies. The ITSA further provides that a contractual or other duty to maintain secrecy is not void or unenforceable solely for lack of durational or geographical limitation (*765 Ill. Comp. Stat. Ann. 1065/8(b)(1) (2010)*).

Statute of Limitations

The ITSA has a five-year statute of limitations, while the UTSA is limited to a three-year statute of limitations (*765 Ill. Comp. Stat. Ann. 1065/7 (2010)*; *UTSA § 6*).

The ITSA does not contain the following UTSA provisions:

- Uniformity of Application and Construction (*UTSA § 8*).
- Severability (*UTSA § 10*).
- Repeal (*UTSA § 12*).

MASSACHUSETTS

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Has your state adopted the model UTSA? If so, please identify the statute or statutes comprising your state's adopted version of the UTSA.

Massachusetts has not adopted a version of the model UTSA. Instead, trade secrets are protected by a combination of statutory and common law. For an overview of these laws, search [Trade Secret Laws: Massachusetts](#) on our website.

NEW JERSEY

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Has your state adopted the model UTSA? If so, please identify the statute or statutes comprising your state's adopted version of the UTSA.

New Jersey has not adopted the UTSA. New Jersey instead relies on common law trade secret protection (*Ahlert v. Hasbro, Inc.*, 325 F. Supp. 2d 509 (D.N.J. 2004)). For an overview, search [Trade Secret Laws: New Jersey](#) on our website.