

Re: Christopher B. Wells

Outline of Experience in Employment, Covenant Not to Compete, Trade Secrets, Unfair Competition, Trademark, Defamation, and Other Business Tort Disputes

Examples of Commercial Litigation - e.g., Employment/Non-Competition/Trade Secrets/Unfair Competition Cases.

2008-2010. *Abigail Investments v. Urquhart v. Abigail, Mainland Resources et al.*, Case No. 2:09-cv-1174-JCM-GWF (USDC NV); Defended several companies and individuals named in counter-claim by consulting oil and gas engineer for \$5 million in stock and \$6 million in lost profits and coordinated tactics of numerous defendants' counsel. After motions to dismiss for lack of personal jurisdiction were granted and further dismissal motions, answers and counterclaims were filed, our side's counterclaim sparked a settlement of a confidential amount roughly one-third of an initial offer we made a year earlier and about one-tenth of our side's estimated defense costs through trial.

Prosecuted several injunction and damages cases against departed securities brokers for violation of customer non-solicit and trade secret violations. Obtained one-year injunction in one case and settled another by setting off damages against reciprocal recruiting claim by competing broker-dealer.

2006-2007. (WDWA No. CV-01669MJP and NASD Case No. 06-05017). Obtained federal court TRO extended at expedited arbitration hearing. Represented securities firm enforcing customer non-solicit and non-disclosure covenants against former brokers at competing firm pending completion of publicly announced asset sale. Procured favorable settlement after asset sale consummated.

WDWA No. CV-00262RSM. Teamed with partners to prosecute claims for tortious interference with employment contracts and relationships, breach of fiduciary duties of loyalty and confidentiality, unfair competition and violations of uniform state trade secrets act and federal computer fraud and abuse act. Represented telecommunications firm that sued former office manager, top sales rep and computer security specialist along with competitor that recruited almost entire office by inducing former employees' misconduct. One week into multi-million dollar jury trial, case settled on confidential terms. Not surprisingly, post-settlement poll revealed jury overwhelmingly favored our client at that point.

2005. *Aetna v. Compana*. Teamed with partner to defend prominent healthcare company in appeal from ICANN proceeding over Internet domain name and prosecuted counter-claims covering six additional domain names and alleging trademark infringement, cyber-squatting, and unfair compensation. Case settled after six domain names covered by counter-claims were returned by opposing party and its appeal was dismissed.

2001-2004. *Johnson International vs. Bailley Lumber*. Defended and settled numerous restrictive covenant cases, including preliminary advice to worldwide lumber distributor and its recruit to avoid TRO and preliminary injunction, and obtain dismissal without damages, based on structured marketing activities allowing highly productive recruit to work without violating employment contract prior to expiration of restrictions.

2000. *Morgan Stanley Dean Witter*. Defended firm and manager in industry arbitration commenced by former employee-stockbroker alleging \$3 million damages due to ethnic origin discrimination, defamation and wrongful termination/constructive discharge. Procured dismissal of discrimination claims before hearing and no-liability dismissal of remaining claims after hearing, and no forum fees were allocated to firm.

2000. *Defended Robbins Research, Inc. and Tony Robbins* in trade secrets case in state court in Washington brought by Wade Cook Seminars. Settled in December, 2000.

2000. *Confidential case*. Prosecuted claims for wrongful termination/constructive discharge whistleblower retaliation, disability discrimination and tortious interference against former employer. Procured multimillion-dollar award including major punitive damage component and attorney fees. Entered highly favorable settlement

on appeal and agreed to confidentiality.

2000. First Union. Defended recruiting firm and brokers in three cases brought by recruits' former employer who alleged breach of non-compete and trade secrets misappropriation. One case settled after TRO. Two were contested. Procured dissolution of TRO and denial of preliminary injunction in both contested cases. In one case defended raiding and unfair competition claims for \$1 million actual and \$1 million punitive damages. Award limited to \$240,000 (less than our settlement offer).

1999–2000. Quantum Vision and Preston Christensen. Opposed and defeated TRO and preliminary injunction motions brought by Wade Cook Seminars against former Wade Cook speakers, employees and competing seminar firms. Cook alleged unfair competition, breach of contractual provisions imposing competitive restraints and misappropriation of trade secrets.

1998. Heath & Co. Teamed with partner to secure preliminary injunction in Seattle federal district court for trademark infringement and unfair competition on behalf of national sign company, then obtained favorable damages settlement.

1996–1998. Lincoln Life. Represented annuities issuer preliminarily enjoining former securities broker/insurance agent (who had no non-competition covenant in agency agreement) from competing unfairly, misleading customers and misappropriating trade secrets. Injunction preserved substantial client group at risk of departing. Defended previously threatened \$5 million counterclaim in arbitration for wrongful termination, sex and sexual preference discrimination, tortious interference and defamation. Obtained dismissal of \$5 million counterclaim and award of \$25,000 for client.

1997–1998. Sealed file. Represented plaintiff acquiring firm in \$10 million federal court lawsuit for securities fraud and breach of stock sale contract warranties. Advised client to allege breach of warranties resulting from prior managers' pattern of sexual harassment in violation of state and federal law. Also advised client to terminate employment agreements of manager-founders, confiscate their laptop computers and analyze deletions. Experts retrieved deleted financial information revealing fraud, and defendants settled for almost entire amount demanded.

1997. Canyons Restaurant. Prosecuted injunction action for trademark infringement and unfair competition on behalf of local client-restauranteur against new restaurant chain in local market. New restaurant chain had national registration rights. Secured preliminary injunction for Puget Sound region, then obtained permanent injunction in settlement. Opposing party, represented by prominent intellectual property firm, changed name for restaurants in this region.

1997. Aramark. Represented seller of business segments in AAA arbitration in which seller claimed breach of contract, misappropriation of trade secrets, unfair competition and fraud, settled case after mitigation efforts eliminated most of the damages.

1997. Various Securities Broker Recruiting Cases. Advised stockbrokers recruited in Alaska, Texas and Florida. Represented Alaska brokers in federal court and NASD emergency proceedings and prosecuted counterclaims for sex discrimination, retaliation and unfair competition. Entered favorable settlement vacating TRO. Defended former brokers recruited by Everen Securities in injunction proceedings involving noncompetition, non-solicitation and trade secrets covenants. TRO vacated and preliminary injunction denied, then case settled.

1996. InstruMed. Prosecuted claims for willful trademark infringement and unfair competition through federal court jury trial. Secured verdict of willful infringement and unfair competition and award of damages, costs and attorney fees. Defendant was represented by prominent intellectual property law firm.

1995. First Health Care Products. Teamed with partner defending local client in federal court Lanham Act case in which former distributor alleged false advertising, unfair competition and misappropriation of trade secrets. Advised action by client that eliminated damages, then settled for minimal amount.

1994. Smith & Nephew United, Inc. Defended Florida-based medical products distributor in federal court case

brought by demoted regional sales manager who quit and claimed constructive discharge and sex and pregnancy discrimination. Settled case shortly before trial.

1994. Albar, Inc. Served as special master appointed by JAMS judge in dispute over closely held corporation buy-out of minority shareholder/president by majority shareholder. Advised arbitration judge on issues of shareholder, director and officer responsibility, stock valuation, employment agreement, business fraud, trade secrets and other claims. Supervised payment of suppliers and corporate activity during period pending arbitration hearing.

1993. Dean Witter Reynolds Inc. Defended brokerage firm, local branch manager and chief in-house attorney for Western Region who signed licensing form in \$2 million arbitration for constructive discharge, defamation and race discrimination. Obtained no liability dismissal.

1992. InstruMed. Secured injunction for client barring further exploitation of trade secrets by independent contractors who had worked for client to develop electronic tourniquet inflation machine. Client had no written consulting agreement and opposing parties were represented by prominent attorneys in the area.

1990. Holiday Inns. Defended national franchisor against \$10 million damage claims by franchisee for wrongful termination, breach of agreements and related torts. Developed counterclaims for fraud and evidence that plaintiff's losses were caused by personnel defection due to pattern of sexual harassment. Case settled for nothing.

1990. Re Microprobe. Represented individual who was founder, chief scientist and substantial shareholder of molecular biology firm, Microprobe. Client, a former Immunex scientist, sought relief from shareholder, inventions and employment agreements. Worked out mutually satisfactory termination agreement separating out intellectual property of client from that of former business. Worked with trade secret molecular biological theories incomprehensible to anyone other than the scientists involved.

1989. McBride Scientific Services v. Eldec, Inc. Served as sole AAA arbitrator in dispute between local electronics firm and Texas distributor. Discovery involved confidential documents regarding sales figures and other internal business data of parties. Conducted hearing and ruled.

1987. Datec, Inc. v. Hogberg. Served as sole AAA arbitrator in dispute between former manager of computer service and support firm involving common law trade secrets, covenant not to compete and unfair competition claims. Conducted hearing and ruled.

1985. Convertpac. Filed declaratory judgment action to relieve purchaser of paper products business from covenant not to compete and common law trade secrets obligations arising from aborted purchase. Conducted trial and secured relief from covenant well beyond settlement offers.