# Cutting Edge Developments in Non-Competes and Trade Secrets for 2016



by Robert B. Fitzpatrick

rfitzpatrick@robertbfitzpatrick.com

# Biography

- Robert ("Bob") Brian Fitzpatrick is the principal in the law firm of Robert B. Fitzpatrick PLLC in Washington, D.C. where represents clients in employment law matters. Mr. Fitzpatrick has concentrated his practice in employment law disputes for more than fifty years. He has represented clients in individual and class actions. He has represented clients in employment discrimination, workplace harassment, retaliation, age discrimination, FMLA, ADA, whistleblower, wrongful termination, non-compete, trade secrets, Computer Fraud and Abuse Act, and wage and hour claims, among others. He counsels numerous executive clients regarding employment agreements and compensation issues. He has negotiated literally thousands of severance agreements. He is also a frequent speaker on employment law topics, and has written countless articles on employment law, a few of which can be found on his website and his blog, Fitzpatrick on Employment Law.
- Prior to entering private practice, Mr. Fitzpatrick served as a staff attorney in the Jackson, Mississippi office of the Lawyers' Committee for Civil Rights Under Law in the late 1960's; as a staff attorney in the Office of General Counsel of the Equal Employment Opportunity Commission in the early 1970's; and with the Washington Research Project (now the Children's Defense Fund) training minority attorneys in the Deep South to litigate employment discrimination cases. He has been in private practice in Washington, D.C. since 1970. He is an avid hiker and kayaker. He is a Fellow of the College of Labor & Employment Lawyers, having been inducted as a Fellow at the first annual induction ceremony in 1996. He has been listed as one of The Best Lawyers in America® for at least 25 continuous years.
- He is admitted to practice in all courts of the District of Columbia (Superior Court, D.C. Court of Appeals, and the Federal District Court of the District of Columbia), the Federal District Court for Maryland, the Federal District Court for the Northern District of Mississippi, the Supreme Court of the United States, the Federal Circuit, the Court of Federal Claims, and the United States Courts of Appeals for the District of Columbia as well as the Fourth and Sixth Circuits.

# Disclaimer of all liability and responsibility

- THE INFORMATION CONTAINED HEREIN IS BASED UPON SOURCES BELIEVED TO BE ACCURATE AND RELIABLE – INCLUDING SECONDARY SOURCES. DILIGENT EFFORT WAS MADE TO ENSURE THE ACCURACY OF THESE MATERIALS, BUT THE AUTHOR ASSUMES NO RESPONSIBILITY FOR ANY READER'S RELIANCE ON THEM AND ENCOURAGES READERS TO VERIFY ALL ITEMS BY REVIEWING PRIMARY SOURCES WHERE APPROPRIATE AND BY USING TRADITIONAL LEGAL RESEARCH TECHNIQUES TO ENSURE THAT THE INFORMATION HAS NOT BEEN AFFECTED OR CHANGED BY RECENT DEVELOPMENTS. THIS PAPER MAY CONTAIN LINKS OR REFERENCES TO OTHER THIRD-PARTY RESOURCES. SUCH LINKS OR REFERENCES ARE FOR THE CONVENIENCE OF THE READER. THE AUTHOR DOES NOT RECOMMEND OR ENDORSE THE CONTENTS OF THESE RESOURCES.
- READERS OF THIS PAPER SHOULD CONTACT AN ATTORNEY TO OBTAIN ADVICE WITH RESPECT TO ANY PARTICULAR LEGAL MATTER. NO READER OF THIS PAPER SHOULD ACT OR REFRAIN FROM ACTING ON THE BASIS OF INFORMATION CONTAINED IN THIS PAPER WITHOUT FIRST SEEKING LEGAL ADVICE FROM COUNSEL IN THE RELEVANT JURISDICTION. ONLY YOUR INDIVIDUAL ATTORNEY CAN PROVIDE ASSURANCES THAT ANY PARTICULAR RULE, INFORMATION, OR INTERPRETATION OF THE LAW MAY BE APPLICABLE TO YOUR PARTICULAR SITUATION.
- THIS PAPER IS PRESENTED AS AN INFORMATIONAL SOURCE ONLY. IT IS INTENDED TO ASSIST READERS AS A LEARNING AID; IT DOES NOT CONSTITUTE LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE. IT IS NOT WRITTEN
- (NOR IS IT INTENDED TO BE USED) FOR PURPOSES OF ASSISTING CLIENTS, NOR TO PROMOTE, MARKET, OR RECOMMEND ANY TRANSACTION OR MATTER ADDRESSED; AND, GIVEN THE PURPOSE OF THE PAPER, IT MAY OMIT DISCUSSION OF EXCEPTIONS, QUALIFICATIONS, OR OTHER RELEVANT INFORMATION THAT MAY AFFECT ITS UTILITY IN ANY LEGAL SITUATION. THIS PAPER DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN THE AUTHOR AND ANY READER. DUE TO THE RAPIDLY CHANGING NATURE OF THE LAW, INFORMATION CONTAINED IN THIS PAPER MAY BECOME OUTDATED. IN NO EVENT WILL THE AUTHOR BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING FROM AND/OR RELATED TO THE USE OF THESE MATERIALS.

# Drafting – Mandatory Forum Selection Clause

- *Torres v. SOH Distrib. Co.*, No. 3:10-cv-179, 2010 U.S. Dist. LEXIS 47448 (E.D. Va. May 13, 2010)
  - The clause stated that one "shall file any suit…only in federal or state court" in Pennsylvania, and court found it to be mandatory.

# Drafting – Arbitrate Non-Compete Issues

- *Nitro-Lift Techs., LLC v. Howard*, 133 S. Ct. 500 (2012)
  - It was reserved for the arbitrator to decide whether a non-compete agreement violated applicable state law.

# Drafting - Assignment

- *Guy Carpenter & Co. v. John B. Collins & Assocs.*, Civ. No. 05-1623, 2006 U.S. Dist. LEXIS 61765, 2006 WL 2502232 (D. Minn. Aug. 29, 2006)
- *Ascencea, L.L.C. v. Zisook*, Civ. No. 08-5339, 2011 U.S. Dist. LEXIS 36786, 2011 WL 1323017 (D.N.J. April 5, 2011)

# Drafting - Assignment

- *Stuart C. Irby v. Tipton*, 796 F.3d 918 (8th Cir. 2015)

# Litigation – Declaratory Judgment Action

- *McKenna v. PSS World Med., Inc.*, Civ. No. 09-0367, 2009 U.S. Dist. LEXIS 58292, 2009 WL 2007116 (W.D. Pa. July 9, 2009)
- *Lapolla Indus. v. Hess*, 750 S.E.2d 467 (Ga. App. 2013)

# Enforcement – Signatories Missing

- *United States Risk Mgmt., L.L.C. v. Day*, 73 So. 3d 1100 (4th Cir. 2011).
- *Workflow Solutions v. Lewis*, 77 Va. Cir. 334, 2008 Va. Cir. LEXIS 186 (Va. Cir. Ct. 2008).
- *New Hanover Rent-A-Car, Inc. v. Martinez*, 525 S.E. 2d 487 (N.C. App. 2000).
- *Cameron Int'l Corp. v. Guillory*, 445 S.W.3d 840 (Tex. App. 2014)

# Enforcement – Signed

- *EndoSurg Med., Inc. v. EndoMaster Med., Inc.*, 71 F. Supp. 3d 525 (D. Md. 2014)

# Enforcement – Break in Service

- *Nightingale Home Healthcare, Inc. v. Helmuth*, 15 N.E.3d 1080 (Ind. App. 2014)
- *Truong, LLC v. Tran*, No. A-5752-11T1, 2014 N.J. Super. Unpub. LEXIS 64, 2013 WL 85368 (N.J. Super. Jan. 9, 2013)

# Enforcement – Material Changes

- *Rent-A-PC, Inc. v. March*, Civ. No. 13-10978-GAO, 2013 U.S. Dist. LEXIS 74535, 2013 WL 2394982 (D. Mass. May 28, 2013)

# Enforcement – Unilateral Material Breach

- *Smith-Schariff Paper Co., Inc. v. Blum*, 813 S.W. 2d 27 (Mo. Ct. App. 1991)

# Enforcement – Electronic Signature

- *Neuson v. Macy's Dept. Stores, Inc.*, 160 Wn. App. 786, 249 P.3d 1054 (Wash. App. 2011)
- *People v. Hernandez*, 31 Misc. 3d 208 (N.Y. City Ct. 2011)
- *Adams v. Super. Ct.*, No. G042012, 2010 Cal. App. Unpub. LEXIS 1236, 2010 WL 602515 (Call. App. 4th Div. Feb. 22, 2010)
- *Labajo v. Best Buy Stores*, 478 F. Supp. 2d 523 (S.D.N.Y. 2007)

# Enforcement – Wet Ink Signature

- *Campbell v. Gen'l Dynamics Gov't Sys., Corp.*, 407 F.3d 546 (1st Cir. 2005)

# Enforcement - Consideration

- *Am. Well Corp. v. Osbourn*, Civ. No. 15-12265, 2015 U.S. Dist. LEXIS 160914 (D. Mass. Dec. 1, 2015)
- *Socko v. Mid-Atl. Sys. Of CPA, Inc.*, 126 A.3d 1266 (Pa. 2015)
- *Charles T. Creech, Inc. v. Brown*, 433 S.W.3d 345 (Ky. 2014)
  - Continued employment, standing alone, is insufficient consideration.
- *Runzheimer Int'l, Ltd. v. Friedlen*, App. No. 2013AP1392, 2014 Wisc. App. LEXIS 342, 2014 WL 1465157 (Wisc. App. April 15, 2014)
  - *Continued at-will employment constitutes sufficient consideration*

# Statutes – Defend Trade Secrets Act

- H.R. 3326, S. 1890
- Voted out of Judiciary Committee with substitute amendment on Jan. 28, 2016
  - https://www.congress.gov/bill/114th-congress/senate-bill/1890/actions
- Text (as amended)
  - https://www.congress.gov/bill/114th-congress/senate-bill/1890/text
- No action in House since introduction.

# Enforcement – Preliminary Injunction

- *Economic Research Serv., Inc. v. Resolution Economics, LLC*, No. 1:15-cv-1282, 2015 U.S. Dist. LEXIS 143274 (D.D.C. Oct. 21, 2015)
- *Burleigh v. Ctr. Pt. Contractors, Inc.*, 474 S.W.3d 887 (Ark. App. 2015)
- *Evans v. Generic Solution Engineering, LLC*, 178 So. 3d 114 (Fla. App. 5th Dist. 2015);
- *Great Lakes Home Health Servs, Inc. v. Crissman*, No. 15-cv-11053 (E.D. Mich. Nov. 2, 2015)

# Enforcement – Preliminary Injunction

- *TransUnion Risk & Alternative Data Solutions, Inc. v. MacLachlan*, 625 Fed. Appx. 403 (11th Cir. 2015)
  - Rule 65, under *Erie*, trumps Florida statute precluding consideration of potential hardship.

# Enforcement – TRO

- *Nicklas Assocs., Inc. v. Zimet*, No. GJH-14-3777, 2014 U.S. Dist. LEXIS 170071 (D. Md. Dec. 9, 2014)

# Enforcement – Cease & Desist Letters

- *Bonds v. Philips Electronic N. Am.*, No. 2:12-cv-10371, 2014 U.S. Dist. LEXIS 6845, 2014 WL 222730 (E.D. Mich. Jan. 21, 2014)
- *Boudreaux v. OS Rest. Servs, L.L.C.*, No. 14-1169, 2015 U.S. Dist. LEXIS 8090 (E.D. La. Jan. 23, 2015)

# Enforcement – Selective Enforcement

- *Custom Hardware Eng'g & Consulting, Inc. v. Dowell*, 918 F. Supp. 2d 916 (E.D. Mo. 2013)
- *Kohl's Dept. Stores, Inc. v. Schalk*, No. 2015-cv-001465 (Wis. Cir. Ct. Aug. 11, 2015) (unpub.)
- *Estee Lauder Cos., Inc. v. Batra*, 430 F. Supp. 2d 158 (S.D.N.Y. 2006)

# Statutes – New State Laws

- **Alabama** – Code Section 8-1-1 (Eff. July 1, 2016)
- New Mexico – New law, effective July 1, 2015, limits non-compete clauses for doctors.
- **Arkansas** – New law permits blue-penciling of non-compete agreements
- **Wisconsin** – S.B. 69 (Trade Secrets and Unfair Competition Law) modifies enforceability of certain types of restrictive covenants. https://docs.legis.wisconsin.gov/2015/related/proposals/sb69
- **Hawaii** – Effective July 1, 2015 Hawaii banned non-compete and non-solicit agreements with technology workers.

# Statutes – Computer Fraud and Abuse Act

- *United States v. Valle*, 807 F.3d 508 (2d Cir. 2015)
- *Tech. Sys., Inc. v. Pyles*, No. 13-1359, 2015 U.S. App. LEXIS 20004 (4th Cir. 2015) (unpub.)

# Statutes – Proposed Federal Legislation

- Mobility and Opportunity For Vulnerable Employees Act ("MOVE" Act)
  - S. 1504
  - https://www.congress.gov/bill/114th-congress/senate-bill/1504
- Limiting the Ability to Demand Detrimental Employment Restrictions Act ("LADDER" Act)
  - H.R. 2873
  - https://www.congress.gov/bill/114th-congress/house-bill/2873
- Freedom for Workers to Seek Opportunity Act
  - H.R. 4254
  - https://www.congress.gov/bill/114th-congress/house-bill/4254

# Statutes – State Computer Crime Statutes

- National Conf. of State Legislatures, *Computer Crime Statutes* (June 12, 2015) (available at: http://www.ncsl.org/research/telecommunications-and-information-technology/computer-hacking-and-unauthorized-access-laws.aspx) (accessed Feb. 16, 2016)
- Ark. Code Ann. § § 5-41-101 to 107
  - Civil cause of action for damages, including lost profits.

# Statutes – Preemption

- *Jenkins v. APS Ins., LLC*, 431 S.W.3d 356 (Ark. App. Div. One 2013)
  - Conversion of trade secrets claim preempted by state Trade Secrets Act.
- *Halperin v. Uber Techs., Inc.*, No. 15-cv-02401, 2015 U.S. Dist. LEXIS 99195 (N.D. Cal. July 29, 2015)
- *Lifeline Food Co. v. Gilman Cheese Corp.*, No. 5:15-cv-00034, 2015 U.S. Dist. LEXIS 64155 (N.D. Cal. May 15, 2015)
- *Orca Communs. Unlimited, LLC v. Noder*, 337 P.3d 545 (Ariz. 2014)
- *KF Jacobsen & Co. v. Gaylor*, 947 F. Supp. 2d 1120 (D. Ore. 2013)

# Statutes – Preemption

- *Stolle Machinery Co., LLC v. RAM Precision Indus.*, 605 Fed. Appx. 473 (6th Cir. 2015)
- Julie Piper, *Comment: I Have A Secret?: Applying the Uniform Trade Secrets Act to Confidential Information That Does Not Rise to the Level of Trade Secret Status*, 12 Marq. Intell. Prop. L. Rev. 359 (Summer 2008) (available at: http://scholarship.law.marquette.edu/iplr/vol12/iss2/4/) (accessed Feb. 16, 2016)

# Enforcement – Choice of Law

- *Ascension Ins. Holdings, LLC v. Underwood*, C.A. No. 9897-VCG, 2015 Del. Ch. LEXIS 19 (Del. Ch. Ct. Jan. 28, 2015)
  - The ability to self-order is the sine qua non of free markets; without the ability to hold and dispose of property, and to agree to be bound contractually, no functional market could exist. Nonetheless, most if not all jurisdictions have determined as a matter of public policy that some contractual obligations are so pernicious that they must be removed from the self-ordering realm. To protect those policy interests, and for reasons of comity, states embracing the Restatement approach recognize that necessary to the right of a jurisdiction to limit contractual ordering for its citizens is a limitation on the ability of contracting parties to choose the law of a foreign jurisdiction which does not impose that limitation, and which itself has little or no interest in the enforcement of the contract at hand.

# Enforcement – Choice of Law

- *Atl. Diving Supply, Inc. v. Moses*, No. 2:14-cv-380, 2014 U.S. Dist. LEXIS 105364, 2014 WL 3783343 (E.D. Va. July 31, 2014)
- *Edwards Moving & Rigging, Inc. v. W.O. Grubb Steel Erection, Inc.*, No. 3:12-cv-146, 2012 U.S. Dist. LEXIS 56818 (E.D. Va. April 23, 2012)

# Enforcement – Choice of Law

- *Brown & Brown, Inc. v. Johnson*, 34 N.E. 3d 35 (N.Y. 2015)
  - N.Y. Court of Appeals refused to enforce Florida Choice-of-Law clause.
- *Cardonia v. Prosperity Bank*, 805 F.3d 573 (5th Cir. 2015)

# Common Law – Fiduciary Duties & Duty of Loyalty

- *Stuart C. Irby Co., Inc. v. Tipton*, 796 F.3d 918 (8th Cir. 2015)
  - Solicited employees before he quit.
- *Ritlabs, SRL v. Ritlabs, Inc.*, No. 1:12-cv-215, 2012 U.S. Dist. LEXIS 171232, 2012 WL 6021328 (E.D. Va. Nov. 30, 2012)
- *Kaye v. Rosefielde*, 121 A.3d 862 (N.J. 2013)
- *TalentBurst, Inc. v. Collabera, Inc.*, 567 F. Supp. 2d 261 (D. Mass. 2008)
- *Contract Assocs. V. Atalay*, No. 1:14-cv-882, 2015 U.S. Dist. LEXIS 48129 (E.D. Va. April 10, 2015)
- *Tech. Sys., Inc. v. Pyles*, No. 13-1359, 2015 U.S. App. LEXIS 20004 (4th Cir. 2015) (unpub.)

# Interpretation – Blue Penciling

- *AssuredPartners, Inc. v. Schmitt*, Nos. 1-14-1863, 1-14-2242, 2015 Ill. App. LEXIS 813 (Ill. App. 1st Dist. Oct. 26, 2015)
- *Clark's Sales & Serv. v. John D. Smith & Ferguson Enters.*, 4 N.E.3d 772 (Ind. App. 2014)

# Interpretation – Overbreadth

- *Distrib. Serv., Inc. v. Rusty J. Stevenson & Rugby IPD Corp.*, 16 F. Supp. 3d 964 (S.D. Ind. 2014)
- *NanoMech, Inc. v. Suresh*, 777 F.3d 1020 (8th Cir. 2015).

# Enforcement – Timing of Signing

- *Dawson v. Ameritox, Ltd.*, 571 Fed. Appx. 875 (11th Cir. 2014)
- *Charles T. Creech, Inc. v. Brown*, 433 S.W.3d 345 (Ky. 2014)

# Enforcement – Independent Contractors

- *Swinney v. Amcomm Telecomms., Inc.*, 30 F. Supp. 3d 629 (E.D. Mich. 2014)

# Special Applications - Attorneys

- *In re: Karl N. Truman*, 7 N.E. 3d 260 (Ind. 2014)
- D.C. Bar Legal Ethics Opinion No. 368 (Feb. 2015) - https://www.dcbar.org/bar-resources/legal-ethics/opinions/Ethics-Opinion-368.cfm

# Special Applications - Physicians

- *Pinnacle Healthcare, LLC v. Sheets*, 17 N.E. 3d 947 (Ind. App. 2014)

# Enforcement – Forum Selection Clauses

- *AAMCO Transmissions, Inc. v. Romano*, 42 F. Supp. 3d 700 (E.D. Pa. 2014)
- *Hartstein v. Rembrandt IP Solutions*, No. 12-2270, 2012 U.S. Dist. LEXIS 105984, 2012 WL 3075084 (N.D. Cal. July 30, 2012)
- *Hosick v. Catalyst IT Servs, Inc.*, No. 3:15-cv-01100-SI, 2015 U.S. Dist. LEXIS 150281 (D. Or. Nov. 5, 2015)
- *Marcotte v. Micros Sys.*, No. C 14-01372, 2014 U.S. Dist. LEXIS 128054 (N.D. Cal. Sept. 11, 2014).

# Interpretation – Social Media

- *Invidia, LLC v. DiFonzo*, 30 Mass. L. Rep. 390 (Mass. Super. 2012)
  - Facebook
- *KNF&T Staffing, Inc. v. Muller*, 31 Mass. L. Rep. 561 (Mass. Super. 2013)
  - LinkedIn
- *Cellular Accessories for Less, Inc. v. Trinitas, LLC*, No. 12-06736, 2014 U.S. Dist. LEXIS 130518 (C.D. Cal. Sept. 16, 2014)
  - Ownership of Social Media Account

# Interpretation – Social Media

- *Corporate Technologies, Inc. v. Hartnett*, 731 F.3d 6 (1st Cir. 2013)
  - Email
- *BTS, USA, Inc. v. Executive Perspectives, LLC*, No. X10-CV-116010685, 2014 Conn. Super. LEXIS 2644 (Conn. Super. Oct. 16, 2014)
  - LinkedIn
- *Pre-Paid Legal Servs. v. Cahill*, 786 F.3d 1287 (10th Cir. 2015)
  - Facebook

# Interpretation – Social Media

- *Enhanced Network Solutions Group, Inc. v. Hypersonic Techs. Corp.*, 951 N.E.2d 265 (Ind. App. 2011)
- *Amway Global v. Woodward*, 744 F. Supp. 2d 657 (E.D. Mich. 2010)
- *Eagle v. Morgan*, No. 11-4303, 2013 U.S. Dist. LEXIS 34220 (E.D. Pa. March 12, 2013)
  - Ownership of LinkedIn Account

# Special Applications – Headhunters and Staffing Agencies

- *Kforce Inc. v. Beacon Hill Staffing Group LLC*, No. 4:14-cv-1880, 2015 U.S. Dist. LEXIS 1861 (E.D. Mo. Jan. 8, 2015)

# Enforcement – Reimbursement of Training Costs

- *USS-Posco Indus. v. Case*, Nos. A140457, A142145, 2016 Cal. App. LEXIS 49 (Cal. App. 1st Dist., Div. One Jan. 26, 2016)

# Tips - Strategy

- Scott Holt, *Strategy – Pros and Cons of Suing the Ex-Employee's New Employer*, Delaware Non-Compete Law Blog (July 11, 2012) (available at: http://www.delawarenoncompetelawblog.com/2012/07/pros-and-cons-of-suing-the-ex.html) (accessed Feb. 16, 2016).

# Tips - Drafting

- Scott Holt, *What Should Be In Your Noncompete Agreement*, Delaware Non-Compete Law Blog (Feb. 9, 2016) (available at: http://www.delawarenoncompetelawblog.com/2016/02/what-should-be-in-your-noncompete-agreement.html) (accessed Feb. 16, 2016)

# Trade Secrets – Defense of Independent Development

- *Moore v. Kulicke & Soffa Indus.*, 318 F.3d 561 (3d Cir. 2003)

# Trade Secrets – Defense of Reverse Engineering

- *Midland-Ross Corp. v. Sunbeam Equip. Corp.*, 316 F. Supp. 171 (W.D. Pa. 1970)
- *Aqua Connect, Inc. v. Code Rebel, LLC*, No. CV 11-5764, 2011 U.S. Dist. LEXIS 124086, 2011 WL 5075421 (C.D. Cal. Oct. 25, 2011)
- *Out of the Box Devs., LLC v. LogicBit Corp.*, 2012 NCBC 53, 2012 NCBC LEXIS 55 (N.C. Super. Oct. 30, 2012)

# Trade Secrets – Defense of Reverse Engineering

- Texas Uniform Trade Secrets Act, § 134A.001, defines reverse engineering
  - "Reverse engineering" means the process of studying, analyzing, or disassembling a product or device to discover its design, structure, construction, or source code provided that the product or device was acquired lawfully or from a person having the legal right to convey it.
  - § 134A.002(5)

# Enforcement – Termination Without Cause

- *Jorgensen v. United Commons Group, Ltd. P'ship*, No. 8:10-cv-00429, 2011 U.S. Dist. LEXIS 95426, 2011 WL 3821533 (D. Md. Aug. 25, 2011)

# Enforcement – Asset & Stock Purchase

- *Amerigas Propane, LP v. Coffey*, No. 13-cvs-11778, 2014 NCBC 4, 2014 NCBC LEXIS 4, 2014 WL 580174 (N.C. Super. Feb. 11, 2014)

# Enforcement – Absence of Unique Professional Skills

- *Genex Coop., Inc. v. Contreras*, No. 2:13-cv-03008, 2014 U.S. Dist. LEXIS 141417 (E.D. Wash. Oct. 3, 2014)

# Questions?