

## DEVELOPMENT

# Small step for giant coastal project

U.S. Energy Department's draft approval broadens exportation map for Jordan Cove partners in Coos Bay

By JEFF McDONALD

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Jordan Cove Energy Project LP moved through another hoop on Monday when it received draft approval from the U.S. Department of Energy to export liquefied natural gas to countries that don't have free trade agreements with the U.S.

Jordan Cove received its license to export to free trade countries in 2012, but this draft license would allow it to export North American liquefied natural gas to countries including India, China and Japan, said Michael Hinrichs, a spokesman for Jordan Cove.

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ects are going for," he said. "This is the first one (conditionally) approved on the West Coast."

Omaha, Neb.-based Kiewit Corp. and Overland Park, Kan.-based Black & Veatch would be the contractors for the \$7.5 billion project, which would include an LNG plant, a power plant and a 232-mile pipeline. At peak, the plants in Coos Bay would create 2,100 construction jobs and the pipeline would

create 1,400 construction jobs, Hinrichs said.

Jordan Cove LP is still navigating the federal regulatory process; the Federal Energy Regulatory Commission is leading efforts to compile and analyze relevant information, he said.

A public comment period is due to follow — possibly in June or July, according to Hinrichs.

"If all that goes according to plan, we would hope to have our final (environmen-

tal impact statement) within the fourth quarter of 2014," he said.

Additional permits would be required from state and federal agencies, including the U.S. Army Corps of Engineers, the Oregon Department of Environmental Quality and the Energy Facility Siting Council of Oregon. The latter group would be able to grant final approval for the start of construction and facility operations; it would be contingent upon other permits being approved, according to Hinrichs.

If approvals were granted on schedule, crews could break ground as early as the first quarter of 2015 and begin operations by 2019, he said.

## When employees leave with trade secrets

A rapid response checklist to help employers ensure that protective measures are being taken

If there is reasonable suspicion that an employee may take confidential or trade secret information belonging to an employer at the time of separation — whether voluntary or involuntary — then the employer should take immediate action in order to protect its interests. Here is a checklist for an employer to follow:

1. Secure all executed agreements and important personnel records. The company should consider making a copy of all employees' executed contracts and keeping those extra copies under lock and key.

2. If the employee was assigned a computer and had access to the company's electronic storage devices and the information stored on those devices, then the employer or its information technology professional should take immediate action to preserve and investigate the employee's use of the computer. This includes making a "ghost" of the hard drive or removing the computer from active use so it does not become compromised via a co-worker's use after the employee's departure. The IT person or forensic examiner should look for evidence of whether the employee has deleted important information belonging to the company, or has downloaded, emailed or otherwise transferred that information to an electronic device of the employee.

3. Upon the employee's departure, the employer should gather from the employee all electronic devices, documents, business information and property belonging to the company.

4. If the employee signed a nondisclosure agreement or confidentiality agreement, then at the time of departure, the company management or human resources representative should remind the employee of applicable obligations and provide the employee with copies of the agreements as well as applicable policies (including those related to use of electronic devices).



### COMPLIANCE CORNER

Richard Hunt

5. If the employee leaves abruptly and the employer does not have an opportunity to conduct an exit interview for the purpose of gathering information and issuing a reminder of obligations, then the company should send a letter to the employee demanding the return of all documents (not the destruction of documents) and the return of all company property. In addition, the letter should put the employee on notice to preserve all data that has been taken so that it may be returned without modification or destruction.

6. If the employee is given the option to return to the workplace to pick up personal articles following termination, then a representative of the employer should accompany the employee to the individual's desk and supervise the clean-out of information so that no electronic devices are accessed and no materials belonging to the company are taken. The company may want to take photographs so that it has a record of what existed in the office, in case documents and materials disappear later.

7. If the employee is suspected of contacting clients, co-workers or vendors following departure in violation of non-solicitation obligations, then the company should assemble a response team to communicate with those parties. The response team members should be given a script of what they can and cannot say and should be instructed to avoid making any disparaging remarks regarding the former employee. Oftentimes, statements can be announcements saying that the individual is no longer employed with the company and that the person's duties have now been

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assigned to others, together with contact information. The employer should choose carefully whom it makes statements to because the former employee may have "friends" whose interests are more aligned with the former employee than the company.

8. Co-workers with information regarding inappropriate solicitations of the former employee or the missing information should be asked to provide signed written statements.

9. Immediate action should be taken to secure the confidentiality of company business information and trade secrets. This includes canceling computer access, disabling passwords, and, under some circumstances, changing locks.

10. If it becomes apparent that the employee is using company trade secrets (including customer information) to solicit sales on behalf of a competitor, then letters may be written to the former employee demanding that the person stop using or disclosing the information and cease and desist from soliciting customers. In some circumstances, the company may also want to notify the new employer of the agreements and policies that were binding upon the ex-employee. The new employer needs to be told that it too may be in violation of statutory obligations prohibiting the knowing receipt of misappropriated trade secrets and confidential information.

11. Similar letters should also be sent to the former employee and the new employer if the ex-employee is soliciting co-workers in violation of a non-solicitation covenant.

12. While demand letters to the former employee and the new employer serve to provide notice, they often are ineffective or ignored. Depending upon the scope of the activities and the harm being caused, the company should seriously consider filing an immediate lawsuit. Lawsuits brought against former employees and new companies knowingly accepting and using information that has been taken often include claims for breach of contract, misappropriation of trade secrets under the Uniform Trade Secrets Act, interference claims, conversion claims, and claims for injunctive relief.

13. Once a lawsuit commences, an employer may also want to seek a temporary restraining order. However, if the company has a good-faith belief that misconduct is occurring, but has a need to learn more facts prior to seeking injunctive relief, then it may want to file a motion for expedited discovery rather than an immediate temporary restraining order. Temporary restraining orders may be sought sparingly where there is strong evidence of irreparable harm. Such procedures are appropriate when the scope of misconduct is known and widespread.

14. If an employee's misconduct is discovered before resignation is tendered, then the employee should be immediately suspended and/or terminated, and the employer may consider suing the employee for breach of contract and fiduciary duty, fraud and misappropriation of trade secrets.

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## Miracles: Project should go out to bid in November

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of investment of time and money by qualifying parties. Steffey needed seven months to navigate the process, she said.

"There are other minority vendors who would love to get certified, but it's a tough process," she said. "I know how to get through it."

The development team's diversity will help it pursue a goal of 50 percent minority participation, said Dan Steffey, Guardian's senior vice president of development and Maria Rojo de Steffey's husband.

Miracles Central, chosen by the Portland Housing Bureau over two other proposals, will

be owned and operated by the Miracles Club and Central City Concern, Dan Steffey said.

"I think what you'll hear when you talk to city folks is getting beyond 20 percent minority contracting is tough," he said. "It's always been a concern of mine that we've always had policies for minority participa-

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tion, but we've never moved the needle."

LMC Construction has worked with Guardian for 10 years, and achieved minority participation rates upwards of 35 to 40 percent, LMC President Chris Duffin said. This project is different, he said.

"We are taking it one step further," he

said. "Not only are we focusing on high turnout participation, but we're also putting together a team that is as diverse as our subcontractor pool."

The project, now in the design phase, will go out to bid in November. The partners are identifying potential minority-owned and women-owned firms to be placed on the preferential bidders list, Duffin said. Those firms will receive direct invitations to bid, he added.

"We'll spend time with them before the project goes out," he said. "We make sure their bids are complete. If they need help estimating or understanding prevailing wage, we will offer up our help and expertise."