MLG Matlock Law Group, PC

Eight Key legal issues for early-stage tech companies

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It has been said that capital, talent and intellectual property are the key ingredients to a recipe for success. Indeed, these three crucial ingredients are more central now than ever before to provide for the necessary growth of the early stage company or the all-important capital in a fundable start-up. The most important job of lawyers for early-stage technology companies is preparing their clients so that they can attract, retain and protect those three essential assets of the new economy. At Matlock Law Group, we provide a suite of services that may be represented by the firm's three pillars of practice areas including intellectual property client counseling including registered patent practitioner services, complex corporate transactions, and litigation dispute resolution services.

While the market will eventually separate the winners from the losers in the new economy without much comment from the legal profession, there is much that lawyers can do to prepare their clients for success in the early stages of their business ventures.

Central to the lawyer's role is helping early-stage clients avoid some of the legal mistakes that will bedevil their ability to raise capital, prevent them from efficiently rewarding management talent, and keep them from obtaining and protecting important intellectual property. Although the list of potential errors and missteps is a long one, this article identifies 10 that are relatively common and easy to avoid.

Legal Issue No. 1: Properly maintaining organizational records.

One of the most common issues confronting early-stage companies is failing to maintain proper records of the company's organization and equity ownership. Poor record keeping can, among other things, expose shareholders, members and partners to personal liability for the claims of the entity's creditors.

The doctrine of "piercing the corporate veil" is well established in the corporate law of most states. Under that doctrine, a court may ignore a corporate entity, and permit creditors of the corporation to assert their claims directly against the corporation's stockholders, if the court finds that the corporation lacks substance and acts as a mere alter ego for its stockholders. One factor that courts consider in such cases is whether the corporation has observed corporate formalities by maintaining proper corporate records.

A potentially more serious problem, which relates to all forms of legal entities, is a failure to maintain a careful record of equity ownership. Nothing will impair an IPO or venture financing more than confusion about how many shares of a company are outstanding and who owns them. In the absence of a formal record of stock and option issuances, that confusion is quite possible.

A 1995 revision of Article 8 of the Uniform Commercial Code, which eliminated the requirement that contracts to sell securities be in writing, adds to the potential for trouble. Early-stage companies that make carelessly oral

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promises to sell stock or grant options may be creating serious future problems.

Companies must take care that their issuance of stock is legal and in accordance with their organizational documents. The corporate laws of some states limit the types of consideration for which stock may be issued. Issuances of stock and promises of options in excess of authorized capital are embarrassing at a minimum and a virtual guaranty of serious legal problems.

Even where the equity interests of investors, founders and employees in an early-stage company are clear, the relative rights of those equity interests may not be. A good shareholders agreement can go a long way to shaping expectations and preparing the company for eventual sale. The agreement should specify who elects the board of directors and under what circumstances new third parties can be admitted as equity holders (by buying shares from existing equity holders or otherwise).

A drag-along provision, which permits a controlling shareholder to compel all other shareholders to sell their shares to a third party at the same time and on the same terms as the controlling shareholder, can also be a useful tool for facilitating a sale of the company at a later date without interference from dissident minority shareholders.

Legal Issue No. 2: Selling securities only to accredited investors.

Securities law compliance while raising early rounds of equity financing is a critical area for early-stage companies. One problem is to carefully make sure that securities were not sold to "unaccredited investors" in a so-called private placement.

In raising equity capital from private investors, most early-stage companies will try to comply with federal securities law by following the rules on nonpublic stock offerings set out in Regulation D to the Securities Act of 1933. Regulation D imposes particularly stringent conditions on sales of securities to persons who are "unaccredited investors." In the SEC's view, unaccredited investors tend to be less sophisticated investors who require special protection when buying stock.

Rule 501 of Regulation D defines an "unaccredited investor" as any individual who is not one of the following:

• a director, executive officer or general partner of the issuer or any general partner of the issuer, or

• a person with a net worth, together with his or her spouse, of more than $1 million, or

• a person who has had income in excess of $200,000 in each of the two most recent years or joint income with his or her spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

In offerings involving more than $1 million of securities, Regulation D requires that companies provide unaccredited investors with specific written information about the company and its proposed sale of securities. The types and amounts of required information vary depending on the size

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of the offering. But, for larger offerings, the required disclosures are extensive and complex and similar to those required in a public offering of stock.

While Regulation D does not prohibit selling securities to unaccredited investors, it makes doing so more complicated than selling securities only to accredited investors. This complexity increases the chance that a company will make a technical mistake in the offering. Although companies can legally sell securities to unaccredited investors outside of Regulation D — pursuant to the not-involving-a-public-offering exemption contained in Section 4(2) of the Securities Act — such sales are an inexact science and ask for trouble if the company later decides to go public.

Technical securities law violations of the type that a company can easily make when selling stock to unaccredited investors can strike back at the company at the time of its IPO. In connection with the IPO, the SEC will carefully study all prior issuances of stock by the company and demand that it take immediate action to cure any past violations of securities laws. Those remedial actions can delay, stall or even kill the IPO.

As a general rule, early-stage technology companies should avoid selling securities to unaccredited investors in early rounds, if possible. When a company sells securities in nonpublic offerings, it should obtain investor questionnaires from each investor in order to verify their accredited status.

Legal Issue No. 3: Hiring former employees of a competitor with trade secrets.

The work force of the new economy is highly mobile. As a consequence, hiring individuals who may have previously worked for a competitor is a common if not nearly inevitable practice in some industries. In most circumstances, those hires will be unremarkable. However, where a new employee may have had access to the trade secrets of a competitor, problems may arise. By taking a few precautions, companies can substantially reduce their chances of being sued successfully by a competitor smarting over the loss of talent.

The most important precaution a company can take before hiring any industry veteran is to investigate whether that person is subject to a restrictive covenant in favor of a former employer. Restrictive covenants generally fall into two categories: covenants of noncompetition and covenants of nondisclosure. State laws vary substantially in their treatment of noncompetition covenants.

Although covenants of noncompetition are legally enforceable in most jurisdictions, a court's willingness to enforce a specific covenant may turn on factors such as the reasonableness of the covenant's term and geographic restrictions, the burden of compliance on the former employee, and the cost to the public of enforcing the covenant. Covenants of nondisclosure are more readily enforceable, though the question of what information they may rightfully protect from disclosure can be contested (see Mistake No. 8).

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Even if a new hire is not subject to a restrictive covenant, a company's ability to employ him or her may be limited by the mere fact that the person has had access to the trade secrets of a competitor. Under the common law of many states, employees have a continuing duty to maintain the confidence of their former employer's trade secrets, even after the termination of their employment.

Using a legal principle known as the doctrine of inevitable disclosure, several courts have recently enjoined companies from hiring former employees of competitors where the court felt that the nature of the employee's new duties would inevitably lead to the disclosure of the former employer's confidences.

Courts applying that doctrine have noted that a new employee should not be placed into a position where fiduciary obligations to a new employer are placed at odds with fiduciary obligations to a former employer. Companies hiring former employees of competitors should carefully tailor the job responsibilities of such new hires so as to minimize the chances of a former employer bringing a successful inevitable disclosure claim.

Legal Issue No. 4: Properly licensing technology patented by others.

Properly licensing patent rights that are owned by others is a pivotal area of concern for all new early stage companies whose intellectual property portfolio will include patents developed by others. Improperly obtaining such licensing rights is a growing problem, particularly among Internet-based businesses, as recent developments in the law concerning software and business-methods patents have increased the use of and reliance on patents by many businesses.

Patent infringement is of particular concern to early-stage companies because patents give their owners broad legal protection. A patent can protect its owner's right, not just to a particular device, but to the entire process by which that device operates. By comparison, a copyright protects only a form of expression, but not its underlying concept.

For example, a company that is barred by a copyright from using a certain software program can legally develop or purchase another program that performs exactly the same function without violating the copyright. Likewise, in the case of a domain name that conflicts with an existing trademark, the selection of an alternate name is limited only by imagination.

Once a company discovers that one or more existing patents covers some aspect of its business, it must act decisively to secure the necessary patent and know-how rights to avoid a later finding of willful infringement. Properly licensing those rights becomes a crucial step in properly securing the necessary intellectual property to obtain freedom to operate. Licensing less than all of the rights that a company needs to operate its business is a frequent error. Unfortunately, initially approaching a potential licensor can involve potential liability of infringement litigation under many of the leading new cases in this area.

Licensing patent rights can be complex. Companies must pay careful attention to

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the exact nature of the rights they are licensing. Licenses may be exclusive or nonexclusive. They may include a right to sublicense the patent rights or not. They may allocate responsibility for prosecuting those who infringe, and for defending against claims of infringement that may be brought by other patent holders.

Licensees should ensure that their purported licensors actually have the right to license the technology or business methods that they are purporting to license.

The consequences of patent infringement can be severe. A court may enjoin an infringer from using the patented process and, in cases of intentional infringement, may award damages to the patent owner of up to three times its actual losses from the infringing use. Accordingly, infringing on a patent, either out of ignorance or as the consequence of an inadequate licensing agreement, can be expensive and disruptive to the business of an early-stage technology company.

Legal Issue No. 5: Obtain good and clear title to intellectual property in transactions

Intellectual property is the primary basis of wealth in the new economy, much as bricks and mortar were the basis of wealth in the old one. Today, the valuation of intangible assets such as trademarks, copyrights, patents, trade secrets, and know-how provide significant portions of the early stage company goodwill on a balance sheet. Indeed, the advent of patent auctions, acquisitions, assignments and intellectual property holding companies are hot areas of intellectual asset management. Yet many early-stage technology companies pay little or no attention to the legal formalities necessary to obtain proper ownership of such property.

Patents — Under the Title 35 Patent portion of the US Code, the patent rights to an invention made by an employee belong to the employee, and not to the employee's employer, even if the employee conceived and developed the invention in the course of his or her employment on the employer's time and using the employer's tools and materials unless an appropriate agreement is executed to assign such rights. The employee may assign those rights to the employer, but such assignment must be by written document and supported by consideration. Continuation of employment alone may not alone be sufficient to support the assignment.

Some states also limit the circumstances under which an employer can require an employee to assign patent rights and may require the employer to make certain disclosures to the employee in connection with such assignments (such as, Section 2870 of the California Labor Code). Assignments of rights to employers that do not comply with these requirements may likely be void.

While an employer may be entitled to shop rights — a license to use the employee's invention in the employer's business — if the employee's invention was made using the employer's tools and materials, a shop right license is not assignable and nonexclusive and generally a poor platform on which to base a business. Further, if the invention were made without the use of the

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employer's equipment, facilities, and materials, on the inventor's own time, such invention rights may likely belong solely to the inventor. A lawyer skilled in BOTH corporate law and intellectual property law will be able to weigh the employment, IP, and contracts issues involved in such an assignment and invention.

Copyrights — Copyright law also favors employee/creators over their employers although it includes an extensive work for hire doctrine. Under copyright law, title to a work initially belongs to its author, not to the author's employer. Although the work-for-hire doctrine in the Copyright Act of 1976 may deem the employer to be the author of an employee's work under certain circumstances, those circumstances are limited as outlined in the Copyright Act, Title 17.

One of the prerequisites to application of the work-for-hire doctrine is that the creator of the work be an employee of the employer, as opposed to an independent contractor. Whether an employee is a true employee or a contractor is a fact-based question that is by no means entirely dependent on the employee's title or even the assumptions of the parties. Factors that may distinguish employees from contractors include who controls the time and place of work, who owns the tools used to do the work, and who controls the creative process.

While in the traditional workplace these factors led to fairly predictable results, in the work-at-home, use-your-own-laptop, project-based new information based economy, the results may be entirely different. If a work of original authorship is not a "work made for hire," an employer may still obtain ownership of the copyright to works created by its employee — but only by a separate written assignment supported by valuable consideration. Consult your attorney to draft such a document after a careful consideration of additional contracts, employment and IP issues.

Legal Issue No. 6: Instituting an active trade secret protection program.

Trade secrets are among the most valuable forms of intellectual property in the new economy. To be subject to protection as a trade secret, confidential business information must generally satisfy three criteria:

• the information must have limited availability,

• its restricted availability must give it economic value, and

• its owner must take "reasonable precautions" to keep it secret.

An error often made by early-stage technology companies is not taking the "reasonable precautions" necessary to turn its confidential business information into legally protectable trade secrets. What constitutes "reasonable precautions" is a subjective question, the answer to which depends on a variety of circumstances.

However, one precaution that every technology company should take is to adopt a formal trade secrets protection policy. The policy should establish standard procedures and practices that the company and its employees and consultants will follow to protect the

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company's confidential information. Most policies will include at least some of the following provisions:

• employees should be informed in writing of the importance of maintaining the secrecy of the company's trade secrets,

• confidential information should be made available to employees only on a need-to-know basis,

• written confidentiality agreements should be obtained from all employees and consultants,

• papers containing confidential information should be locked in safes or desks at night and all programs containing confidential information should be password protected, and

• departing employees should have exit interviews in which their continuing obligation to protect the company's confidential information is explained and the return of all documents and programs owned by the company is required.

While many companies at least nominally require that their employees sign non-disclosure agreements, that is often the extent of their trade secret protection efforts. The danger these companies face is that when they try to enforce those nondisclosure agreements, a court may find that because the company did not take other "reasonable precautions" to protect the confidentiality of the information the agreements sought to protect, that information did not constitute protectable trade secrets. The confidentiality agreements are therefore unenforceable. To guard against this possibility, every technology company should institute and adhere to a formal, written trade secret protection policy.

Legal Issue No. 7: Develop an appropriate employee stock option plan.

Another key area is whether to grant stock options or other equity-based compensation to employees. If the decision is yes, then adopting a proper stock option plan for the company is critical. Companies that commit this error risk losing significant tax benefits and imposing unexpected tax liability on their key employees.

Section 83 of the Internal Revenue Code governs the taxation of employees who receive property, including stock options, in exchange for services. Under Section 83, an employee is taxed at the time he or she exercises an option, rather than at the time he or she receives it. The tax is assessed at ordinary income rates (up to 39.6 percent) on the difference between the fair market value of the underlying stock on the date of exercise and the exercise price of the option. This tax will be due and payable whether or not the employee sells the stock received on exercising the option.

If the employee does sell the stock, at the time of exercise or at anytime thereafter, he or she will be taxed again on the difference between the fair market value of the stock on the date he or she exercised the option and the sales price of the stock. This tax will be assessed at capital gains rates (generally 20 percent) if the employee held the stock for more than 12 months following the exercise of the option or at ordinary income rates if he did not.

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Qualified incentive stock option plans (ISOs), adopted according to Sections 421 and 422 of the code, can provide a way for companies to reduce the tax burden of options on themselves and their employees. ISOs permit an employee to postpone recognizing income on exercising options until the time the employee actually sells the underlying stock.

By postponing taxation of that income, an ISO relieves the employee of the need to find the cash necessary to pay taxes on the stock appreciation until the time he or she actually sells the stock and has the cash available to pay the tax.

In addition, if the employee holds the underlying stock for at least one year following the exercise of the option and for at least two years following the date the option was granted, the employee's entire gain on the sale (the sales proceeds of the stock less the exercise price of the option) will be taxed at capital gains rates. If the stock is sold earlier than these anniversaries, the difference between the fair market value on the date the option was exercised and the exercise price will be taxed as ordinary income, with the balance taxed as capital gain.

Generally, ISO plans must be in writing, be approved in writing by the shareholders of the company within 12 months before or after the plan is adopted by the company's board of directors, provide that options be granted within 10 years following approval of the plan by the shareholders and expire within 10 years following the date of the grant (five years if the options are granted to persons holding 10 percent or more of the company's stock), grant options only to persons who remain employees of the company (but not directors or consultants) until not more than three months prior to exercise (or one year in the event of death or disability), set the exercise price of options at no less than 100 percent of the fair market value as of the grant date (or 110 percent of the fair market value if the option holder is a 10 percent shareholder), limit the amount of option stock that can vest to an option holder in any calendar year to $100,000 (based on the grant date value), and prohibit the transfer of options except by will or the laws of descent and distribution.

ISO plans do have some limitations. In certain very high growth situations, the alternative minimum tax liability that ISOs can impose on option recipients may make their use undesirable. However, for most early-stage technology companies, properly adopting and implementing an ISO plan can have significant tax advantages both for the company and its key employees.

Legal Issue No. 8: Obtaining cost effective intellectual property rights

Let's face it. One of the most expensive areas in establishing a business plan of the emerging growth company is the procurement of intellectual property rights including copyrights, trademarks, trade secrets, patents and the related legal counseling that goes along with a properly executed strategy to obtain these rights. Here, it is fatal to the emerging growth company to overspend for marginal intellectual property that is neither fundable for investors nor marketable for a subsequent asset sale or spin out. One such issue is whether the emerging growth company has products

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or services brands worth protecting with trademarks, tradenames, or trade dress. Another key area is what kind of patent protection should be procured, if any, based on the degree of freedom to operate in a given competitive landscape or whether the emerging growth company should protect its inventions and know-how with trade secret protection under State law. The services of a Registered Practitioner with the United States Patent and Trademark Office (USPTO) may be helpful in this area to carefully analyze the prior art and comprehensive forms of intellectual property available.

Conducting timely trademark searches.

The use of an exciting or catchy domain name is a driving force behind many early-stage companies. However, registering a domain name or using a meta-tag in a Web site before thoroughly confirming the availability of the corresponding trademark can have serious consequences.

A trademark is any word, name, symbol or design, or any combination, that is used to distinguish the goods of one company from those of its competitors. The owner of a trademark may preclude others from using names that are similar to its mark and that are likely to cause confusion in the minds of consumers. To acquire common law trademark rights to a name or symbol, a company need merely use the trademark in commerce. The owner of a trademark may obtain additional rights by registering the mark in the U.S. Patent and Trademark Office.

A company may be liable for infringing the trademark of another if

• it uses a domain name or meta-tag that is similar to an existing trademark and

• the domain name or meta-tag identifies a Web site that either sells goods that may be confused with those of the trademark owner or interferes with the trademark owner's business.

A company may also be subject to criminal penalties under the Anticybersquatting Consumer Protection Act if it knowingly and improperly registers a domain name that infringes on an existing trademark.

The existence of a similar trademark can also leave a dot-com company vulnerable to "reverse cybersquatting" attack. In reverse cybersquatting, the owner of a weak or unenforceable trademark uses the private dispute resolution procedures of a domain name registrar (such as Network Solutions Inc.) to appropriate the domain name of another. This tactic exploits the fact that the rules of certain private dispute-resolution procedures do not permit a defendant to question the strength of the plaintiff's trademark or to raise many of the other defenses that are available to defendants in trademark infringement lawsuits.

Conducting a complete trademark search before selecting a domain name is a critical step for technology companies. Trademark searches are deceptively complex. A domain name need not be identical to a trademark in order to infringe on it, let alone to give rise to reverse cybersquatting vulnerability. A proper trademark search will need to review several different databases because trademarks are protected not

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just by federal law, but by state and common law as well.

Conducting timely prior art patent searches and determining whether utility patents, design patents or trade secret is a more cost effective and successful strategy.

The use of patent protection can provide an emerging growth company with the ability to exclude competitors from making, using, selling, offering to sell, or importing products that "read on" one or more claims of a utility patent obtained by the emerging growth company. However, determining whether to invest in procuring utility patents based on the prior art is an important consideration, especially in light of new case law since 2007, *KSR v. Teleflex*, which provides more stringent requirements to find an invention "non-obvious" according to 35 U.S.C. § 103. Another attractive option for the emerging growth company seeking to protect new products is to file and obtain design protection of the ornamental, unique designs of its new products. Here, the standard is much different than finding patentability in a utility patent. Design patent protection requires a unique, ornamental design in the eyes of an ordinary consumer and a point of novelty with respect to previous ornamental designs. Often, a new product may qualify for design protection where a utility patent may be difficult to achieve. However, the damages available under an assertion of infringement may be equally attractive, should the emerging growth company elect to invest the substantial resources of time, money, and risk necessary to obtain a patent infringement settlement or judgment. Another option is to work with a contingency licensing company who can help determine the reverse engineering and claim charts to support a proper claim for infringement of either trademarks or patents.

Conclusion

To succeed in the new economy, technology companies must be able to raise capital, attract management talent and protect their intellectual property assets. Only after careful execution of these strategies can an emerging growth company continue to raise the necessary capital for a fundable growth business. How a technology company deals with a number of legal issues in the early stages of its development may have a profound influence on its long-term ability to develop its assets. Finding cost effective legal representation to transform legal issues into business advantage is a key part of early success.

Lawyers can play an essential role in structuring early-stage companies for success and in helping them avoid the Top 10 mistakes that may make that success elusive.

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Brian Matlock, attorney at law, brings a focus in corporate transactions to those deals involving commercial/ intellectual property litigation, enforcement, and technology asset transfers, including intellectual property counseling and patents. Mr. Matlock brings over twenty years of business, corporate transactions, and cross border experience in dealing with industrial and high technology global manufacturers, distribution, general construction, and sub-contractors. Mr. Matlock has also worked with engineering professionals in the mechanical, electronics, software and electromechanical fields in dispute resolution, products liability, and environmental torts risk mitigation. Brian's practice involves Commercial Transactions with an emphasis in clear drafting of a thorough legal review of the issues. Mr. Matlock also represents clients in contracts law, corporate governance, and intellectual property matters. Further, Brian's vast experience includes dealing with principals in precision sheet metal manufacturing, plastics molding, assembly, EMS manufacturing, independent software developers and service providers. Mr. Matlock formed Matlock Law Group to provide cost effective legal services to clients where a keen eye towards practical business solutions helps achieve results. Brian has recently assisted a client in an asset purchase agreement and assignment involving a contracts and intellectual property matter and also been active in patent portfolio enforcement and patent infringement litigation. Brian currently serves as a division intellectual property counsel at Sanmina-SCI and as a principal attorney at Matlock Law Group. Prior to that, he practiced in patent litigation and prosecution for Townsend and Townsend and Crew, where he served in the EE/CS practice group. Mr. Matlock began his patent law practice at Cornerstone Law Group in San Francisco where he represented clients in intellectual property litigation, patent prosecution and corporate transactions. Prior to his practice in corporate transactions, litigation and patent law, Mr. Matlock held senior executive posts with chemical, energy, electronics, networking equipment and software solution providers throughout his career. As a consultant, Mr. Matlock has advised clients in electronics, chemical engineering and network management capital equipment markets. Mr. Matlock has been involved globally in technology transfer licensing, international goods transactions, and patent prosecution and litigation projects. Mr. Matlock has served as an Adjunct Professor of International Advocacy at the University of Pacific, McGeorge Law where he was involved in the International Appellate Advocacy and International Commercial Arbitration Vis Moot Court competition team as a co-coach, mentor and teacher. Mr. Matlock received a JD from University of Pacific, McGeorge School of Law in December 2005 where he graduated with distinction. While at McGeorge, Brian was on the International Advocacy Honors Board and the International Moot Court and Entertainment Law competition teams. Brian was also a member of the McGeorge Law Traynor Society in recognition of his academic success during law school and a member of the Anthony M. Kennedy Inn of Courts, a

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professional society of lawyers and judges dedicated to develop the ethical and professional practice of law. Mr. Matlock is currently a candidate for the California Bar. Prior to law school, Mr. Matlock received an MBA from Washington University in St. Louis, a top tier MBA program where he focused on international business transactions and finance, and his undergraduate degree in chemical engineering from the University of Missouri in Columbia, MO. Brian is a member of the San Francisco Intellectual Property Law Association, American Intellectual Property Law Association, Licensing Executives Society, National Association of Patent Practitioners, American Institute of Chemical Engineers and American Trial Lawyers Association.

Anne-Leith Matlock is the Principal Managing Attorney at Matlock Law Group and a member of the California Bar, practicing before various State and Federal Courts throughout Northern California. She actively practices in all areas of complex civil litigation, corporate transactions, administrative law and intellectual property and serves as the Managing Partner of the firm. Her areas of expertise are intellectual property litigation, health care transactional issues, employment, insurance, elder abuse, medical malpractice, nursing home abuse, and commercial disputes. Ms. Matlock has over twenty years of experience in human resources, health care, dispute resolution, technology management, and intellectual property licensing. Anne-Leith's passion and commitment to her clients, along with her extensive experience, allows her to provide cost effective and practical legal advice to his clients. Anne-Leith previously worked in healthcare litigation at a large civil litigation firm in Sacramento, with emphasis on professional liability, commercial disputes, medical malpractice, and nursing home litigation. Prior to that, she practiced in all areas of civil litigation including employment and administrative law at York Law Corp. Ms. Matlock also has experience in health care advocacy and for the California Department of Managed Health Care. Prior to that, she served as a District Compliance Officer in a multi-state Long Term Care Facility. She was also a licensed Long Term Care Administrator and an Occupational Therapist. Ms. Matlock received a JD from University of Pacific, McGeorge School of Law in May 2006 where she was a member of the Dean's List and served as an editor on the Transnational Business Journal Law Review. She was also obtained a Certificate in Advocacy and concentrated course work in intellectual property. Ms. Matlock has served in International Advocacy at McGeorge where she was involved in the International Commercial Arbitration Vis Moot Court competition team as a co-coach, mentor and teacher. Prior to law school, Ms. Matlock received a Masters in Health Systems Management and Managed Care from the University of Denver, where she focused on managed care and healthcare systems issues. Anne-Leith earned a degree in Occupational Therapy from the University of Puget Sound in Tacoma, WA, where she gained experience with various health care delivery models and medical devices. Anne-Leith is a member of the Contra Costa Bar Association, ABA Health Law and Litigation Sections, American Intellectual Property Law Association, Licensing Executives

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Society, National Association of Patent Practitioners, and American Occupational Therapy Association.

Both Brian and Anne-Leith graduated from McGeorge School of Law, Sacramento, CA with honors. Brian graduated with distinction while Anne-Leith was a Comments Editor of the Transnational Law Journal. Both Brian and Anne-Leith were on the Dean's list while law students there.

Brian and his partner and spouse Anne-Leith live in Walnut Creek where they are actively involved in the community. Brian and Anne-Leith enjoy traveling, sailing, tennis and snow skiing. Check out the contemporary music program they prepare once a month for St. Paul's Episcopal Church in Walnut Creek.

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