



50 State Desktop Reference

What Businesses Need to Know about Non-Competes and Trade Secrets Law



2019-2020 Edition



Dear Clients and Friends,

We are pleased to provide you with the 2019–2020 edition of our *50 State Desktop Reference: What Businesses Need to Know about Non-Competes and Trade Secrets Law*. We continue to see significant new cases and legislation regarding trade secrets and non-compete agreements. As reported by industry sources, litigants are filing more and more cases in federal court asserting claims under the Defend Trade Secrets Act (“DTSA”). We also continue to see high profile trade secret and non-compete cases involving the world’s largest companies and concerning emerging technologies. Our 50 State Desktop Reference is a useful guide to see at a glance how the law is currently applied in each state. This year’s guide contains significant updates, including addressing changes in the law in Washington, California, Maine, Rhode Island, Maryland, and New Hampshire.

Any company that seeks to use non-competition and non-solicitation agreements to protect its trade secrets, confidential information, client relationships, goodwill, or workforce needs to stay informed of the varied and ever-evolving standards in each state. This one-stop desktop reference surveying many of the questions related to the use of employee covenants and intellectual capital protection in all 50 states provides a starting point for the HR professional, in-house counsel, or company executive in answering questions about protecting your company’s most valuable and confidential assets. Of course, the information contained in this desktop reference is condensed and simplified, and thus, while it provides a convenient point of reference, always consult with an attorney before making any decisions, as the law is constantly changing.

The breadth of information included in this booklet complements our attorneys’ impressive knowledge when it comes to non-competition, non-solicitation, computer fraud, and trade secret issues across the United States and abroad. As leaders in this field, demonstrated by the team’s recent fourth consecutive “Top Tier” ranking in the 2019 edition of *The Legal 500* United States, the attorneys of Seyfarth’s Trade Secrets, Computer Fraud & Non-Competes practice group provide a variety of client-focused services in this space, ranging from counseling and transactional deal advice to trade secret audits to cost-effective injunctions and litigation.

Remaining up to date on current developments is also one of our top priorities. We invite you to visit our award-winning blog at www.tradesecretslaw.com for commentary and analysis on hot new topics in the world of trade secrets, non-competes, unfair competition, computer fraud, privacy, and social media, including significant legislative and case updates. Our practice group’s extensive webinar series serves as another source for up-to-date information on a variety of interesting topics. Visit our blog to view recordings of previous webinars. We invite you to join in on these webinars. Seyfarth is able to offer CLE credit in certain states. We hope this booklet proves a useful and informative tool. Please do not hesitate to contact a Seyfarth Trade Secrets, Computer Fraud & Non-Competes attorney if you have any questions.



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State	Are employee non-competes allowable?	State statutes governing employee non-competes	Are employee non-solicitation agreements allowable?	Are customer non-solicitation agreements allowable?	Continued employment sufficient consideration?
AL Alabama	Yes	Ala. Code §8-1-190 et seq.	Yes	Yes	Yes
AK Alaska	Yes	None	Not yet decided, but likely	Not yet decided, but likely	Not yet decided
AZ Arizona	Yes	None	Yes	Yes	Yes
AR Arkansas	Yes	Ark. Code Ann. §4-75-101	Yes	Yes	Yes
CA California	No (with narrow exceptions)	Cal. Bus. and Prof. Code §§ 16600-16607	Generally no, but a seller of a business can agree with purchaser not to solicit employees of the business, but only if the agreement is limited to employees of the business at the time it was sold	Generally no, but there may be a trade secret exception	No
CO Colorado	Yes	Colo. Rev. Stat. §8-2-113	Yes	Yes	Yes
CT Connecticut	Yes	Conn. Gen. Stat. Ann. § 20-14p (governs non-competes for physicians) Conn. Gen. Stat. § 31-50a (governs non-competes in security industry) Conn. Gen. Stat. § 31-50b (governs non-competes in broadcast industry)	Yes	Yes	Likely, no, except for at-will employees; continued employment is likely adequate consideration to support non-compete covenants with at-will employees
DC District of Columbia	Yes	None	Yes	Yes	Likely, yes
DE Delaware	Yes	Del. Code Ann. tit. 6, § 2707 (governs non-competes for physicians)	Yes	Yes	Yes

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
AL Alabama	Reformation	Not specifically decided, but likely yes	Ala. Code. §8-27-1 et seq.	2 years (ATSA) 6 years (breach of contract)	Not yet decided	Yes
AK Alaska	Reformation	Not yet decided	Ala. Stat. §45.50.910-945	3 years (ATSA) 3 years (breach of contract)	Not yet decided	Not yet decided
AZ Arizona	Blue pencil	Not yet decided	Ariz. Rev. Stat. Ann. §§44-401 to 44-407	3 years (AUTSA) 6 years (breach of contract)	Not yet decided, but maybe	Unclear
AR Arkansas	Varies based on when the agreement was signed (pre-7/22/15, blue-pencil only; on or after 7/22/15, reformation)	Not addressed since enactment of the statute; prior cases suggest restrictive covenants are not enforceable if an employer terminates an employee without cause	Ark. Stat. Ann. §4-75-601 et seq.	3 years (ATSA) 5 years (breach of contract)	Yes	Not yet decided
CA California	No, in employment context; blue pencil with respect to sale of a business exception	No	Cal. Civ. Code §3426.1-3426.11	3 years (CUTSA) 4 years (breach of contract)	No	Likely no
CO Colorado	Reformation	Not yet decided	Col. Rev. Stat. §7-74-101	3 years (CUTSA) 3 years (6 for debts/rent; 2 for tortious breach) (breach of contract)	No	No
CT Connecticut	Blue pencil	Yes	Conn. Genl. Stat. §35-50	3 years (CTSA) 6 years (breach of contract)	Yes	No
DC District of Columbia	Unclear	No	D.C. Code §§ 36-401	3 years (DCUTSA) 3 years (breach of contract)	No	Yes
DE Delaware	Reformation	Yes	Del. Code Ann. Title 6 §2001	3 years (DTSA) 3 years (breach of contract)	Yes	Yes

State	Are employee non-competes allowable?	State statutes governing employee non-competes	Are employee non-solicitation agreements allowable?	Are customer non-solicitation agreements allowable?	Continued employment sufficient consideration?
FL Florida	Yes	Fla. Stat. Ann. §542.335	Yes	Yes	Yes
GA Georgia	Yes, but ability to enforce restriction varies based on when the agreement was signed; on or after 5/11/11 much easier to enforce	O.C.G.A. §13- 8-50 et seq.	Yes	Yes, but ability to enforce restriction varies based on when the agreement was signed; on or after 5/11/11 much easier to enforce	Yes (for all periods)
HI Hawaii	Yes (but certain exceptions)	Haw. Rev. Stat. §480-4	Yes, except for employees in the information technology sector	Unclear	Yes, likely
ID Idaho	Yes (as to “key employees”)	Idaho Code §§44-2701 to 2704	Yes	Yes	Yes (but if no additional consideration, non-compete is limited to 18 months)
IL Illinois	Yes	820 ILCS 90 prohibits non-compete agreements with low wage employees	Yes	Yes	Yes, may depend on the length of employment (at least 2 years, but questioned by Federal Court)
IN Indiana	Yes	None, but bills pending to bar non-competes for low-wage employees and physicians	Yes	Yes	Yes
IA Iowa	Yes	None	Undecided	Yes	Yes
KS Kansas	Yes	None	Undecided	Yes	Yes
KY Kentucky	Yes	None	Yes	Yes	No

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
FL Florida	Reformation	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	Fla. Stat Ann. §688.001 et seq.	3 years (FUTSA) 5 years (breach of contract)	Not yet decided	Yes
GA Georgia	Varies based on when the agreement was signed (pre-11/3/10, no blue pencil or reformation; on or after 5/11/11, reformation)	Yes, but for agreements entered into prior to 5/11/11, the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	O.C.G.A. §10-1-760 et seq.	5 years (GUTSA) 6 years (breach of contract)	No	No, absent an express tolling provision (and only in limited circumstances with an express tolling provision)
HI Hawaii	Reformation	Not yet decided	Haw. Rev. Stat. §§ 482B-1 to 482B-9	3 years (trade secret act) 6 years (breach of contract)	Not yet decided	Unclear
ID Idaho	Reformation	Yes	Idaho Code §§ 48-801-807	3 years (ITSA) 5 years (breach of contract)	Not yet decided	Unclear
IL Illinois	Reformation in case of mutual mistake; blue pencil allowed but disfavored	No, if without cause; Yes, with cause	765 ILCS 1065	5 years (ITSA) 10 years (breach of contract)	Yes	Generally, no
IN Indiana	Blue pencil	Yes	Ind. Code. Ann. §24-3-1	3 years (IUTSA) 10 years (breach of contract)	Generally, no	Yes, where contract permits extension
IA Iowa	Reformation	Yes	Iowa Code §550.1	3 years (IUTSA) 10 years (breach of contract)	Yes	Yes
KS Kansas	Reformation	Yes	Kan. Stat. Ann. §60-3320	3 years (KUTSA) 5 years (breach of contract)	Not yet decided but likely, yes	Yes, where contract permits extension
KY Kentucky	Reformation	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable	K.R.S. §365.880 et seq.	3 years (KTSA) 10 years (breach of contract executed after July 15, 2014) 15 years (breach of contract executed on or before July 15, 2014)	Not yet decided but likely, no	Yes

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LA Louisiana	Yes, if limited to specified parishes or municipalities	La. Rev. Stat. Ann. §23:921	Yes	Yes, if limited to specified parishes or municipalities	For agreements entered into on or after September 3, 1989, yes; for agreements entered into prior to September 3, 1989, generally no
ME Maine	Yes	For agreements entered into or renewed on after September 18, 2019: 26 MRSA §§599-A (general statute); 26 MRSA § 599 (governs non-competes in the broadcast industry)	Yes	Yes	Yes, if within income guidelines
MA Massachusetts	Yes	For agreements dated on or after October 1, 2018: Mass. Gen. Laws ch. 149, § 24L (general statute); no statute of general applicability for agreements dated prior to October 1, 2018 Mass. Gen. Laws ch. 112, § 74D (governs non-competes for nurses) Mass. Gen. Laws ch. 112, § 135C (governs non-competes for social workers) Mass. Gen. Laws ch. 149, § 186 (governs non-competes in broadcast industry)	Yes	Yes	For agreements dated before October 1, 2018: Yes For agreements dated on or after October 1, 2018: No
MD Maryland	Yes	MD Code Ann., Lab. & Empl. § 3-716 (prohibiting employers from enforcing non-competes against workings earning less than or equal to \$15 per hour or \$31,200 per annum) (effective October 1, 2019, with retroactive application)	Yes	Yes	Yes

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
LA Louisiana	Blue pencil only; agreement must contain a severability clause	Yes	La. Rev. Stat. Ann. §51:1431 et seq.	3 years (LUTSA) 10 years (breach of contract)	Not yet decided	Not yet decided
ME Maine	Reformation	Likely, yes, if within income guidelines	M.R.S.A. Title 10 §1541 et seq	4 years (trade secret act) 6 years (breach of contract)	Not yet decided	Not yet decided
MA Massachusetts	Reformation	For agreements dated before October 1, 2018: Yes For agreements dated on or after October 1, 2018: only enforceable against employees terminated “for cause”; may be included in severance agreements if employee is provided 7 business day revocation period	Mass. Gen. Laws ch. 93, §§42-42G.	3 years (Mass. Gen. Laws ch. 260 §2A and M.G.L. ch. 93, §42E) 6 years (breach of contract)	Historically, no in state court (and undecided in federal court); currently unclear but given recent adoption of UTSA, inevitable disclosure doctrine may be accepted by courts	For agreements dated before October 1, 2018: Generally, no, absent contractual tolling provision; yes with contractual provision For agreements dated on or after October 1, 2018: extension of up to 2 years if employee violated fiduciary duty to employer or unlawfully took company property; currently unknown whether contractual tolling provisions will be effective, but unlikely if restricted period would exceed one year
MD Maryland	Blue pencil	Generally, no	Md. Com. L. Code §11- 1201	3 years (MUTSA) 3 years (breach of contract)	No	No

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MI Michigan	Yes	For agreements executed after March 29, 1985, Mich. Comp. Laws §445.774a; for agreements executed on or before March 29, 1985, Mich. Comp. Laws §445.761, et seq. (repealed)	Yes	Yes	Yes
MN Minnesota	Yes	None	Yes	Yes	No
MS Mississippi	Yes	None	Yes	Yes	Yes
MO Missouri	Yes	Mo. Stat. Ann. §431.202	Yes	Yes	Yes, if combined with something else (such as access to confidential information)
MT Montana	Yes	Mont. Code Ann. §§28-2-703-705	Yes	Yes	No
NE Nebraska	Yes	None	Not yet decided	Yes	Yes
NV Nevada	Yes	Nev. Rev. Stat. §613.195-200 and AB 276, Section 1	Yes	Yes	Yes (pre-amendment)
NH New Hampshire	Yes	NH RSA 275:70 (notice requirement); NH RSA 275:70-a (non-compete agreements for low-wage employees prohibited) (effective September 8, 2019); NH RSA 329:31-a (limitations on physician non-competes)	Yes	Yes	Yes

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
MI Michigan	Reformation	Yes	M.C.L.A. §445.1901 to 445.1910	3 years (MUTSA) 6 years (breach of contract)	No	Yes
MN Minnesota	Blue pencil	Yes	Minn. Stat Ann. §325C.01	3 years (MUTSA) 6 years (breach of contract)	Not explicitly accepted but likely, yes	Very rarely
MS Mississippi	Reformation	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable	Miss. Code Ann. §75- 26-1 et seq.	3 years (MUTSA) 3 years (breach of contract)	Not yet decided	No, absent an express tolling provision
MO Missouri	Reformation	Judicial discretion	Mo. Stat. §417.450 to 417.467	5 years (MUTSA) 5 years (breach of contract)	Not yet decided, but likely, yes	No
MT Montana	Blue pencil, likely	No	Mont. Code Ann. §§ 30-14- 401-409	3 years (MUTSA) 8 years (breach of contract)	Not yet decided	Not yet decided
NE Nebraska	No	Not yet decided	Neb. Rev. Stat. §87-501	4 years (NTSA) 5 years (breach of contract)	Not yet decided at state level, but recognized by federal courts applying NE law	Unclear
NV Nevada	Reformation (mandatory)	Not yet decided, except in connection with RIF, "reorganization or similar reconstruction," in which case employee must be paid "salary, benefits or equivalent compensation," including severance	Nev. Rev. Stat. §§ 600A.010-600A.100	3 years (trade secret act) 6 years (breach of contract)	Not yet decided	Yes
NH New Hampshire	Reformation	Yes	N.H. R.S.A. §350-B:1	3 years (NHUTSA) 3 years (breach of contract)	No	No

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NJ New Jersey	Yes	None	Yes	Yes	Yes
NM New Mexico	Yes (but health care practitioner exceptions)	N.M.S.A. 1978, §§ 24-11-1-5	Yes	Yes	Yes, likely
NY New York	Yes	None	Yes	Yes	Yes
NC North Carolina	Yes	N.C. Gen. Stat. §75-1 et seq.	Yes	Yes	Generally no, but continued employment may be sufficient if offered for a specified duration
ND North Dakota	No, but exceptions exist for sale of business and between business owners	N.D. Cent. Code §9-08-06	Yes	No	No, but yes with respect to non-disclosure agreements
OH Ohio	Yes	None	Yes	Yes	Yes
OK Oklahoma	No	Okl. Stat. tit. 15, §217 to 219B	Yes	Yes, if limited to established customers	Not yet decided
OR Oregon	Yes (with limitations)	Or. Rev. Stat. §653.295	Yes	Yes	No
PA Pennsylvania	Yes	No	Yes	Yes	No
RI Rhode Island	Yes, for some employees.	R.I. Gen. Laws 5-37-33 (limitations on physician non-competes) The Rhode Island Noncompetition Agreement Act-HB6019 (effective Jan. 2020) (places limitations on which employees can be subject to a non-compete agreement)	Yes	Yes	Yes per Superior Court; undecided by RI Supreme Court

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
NJ New Jersey	Reformation	Yes	N.J.S.A. 56:15-1, et seq.	3 years (NJUTSA) 6 years (breach of contract)	Yes	No
NM New Mexico	Not yet decided	Not yet decided	N.M. Stat. Ann. §§ 57-3A-1-7	3 years (NMUTSA) 6 years (breach of contract)	No	No
NY New York	Reformation	Yes, only with cause	No	3 years (tort) 6 years (breach of contract)	More likely to be accepted in federal than state court	
NC North Carolina	Blue pencil only	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	N.C. Gen. Stat. §66-152 et seq.	3 years (NCTSPA) 3 years (breach of contract)	Not yet decided	Not yet decided, but likely no
ND North Dakota	Not applicable	Not applicable	N.D. Cent. Code §47-25.1-01	3 years (NDUTSA) 6 years (breach of contract)	Not yet decided	Not applicable
OH Ohio	Reformation	Yes	R.C.Secs. 1333.61	4 years (OUTSA) 8 years (breach of contract)	Considered but not adopted	Yes
OK Oklahoma	Reformation, but Court cannot supply material contract terms or add terms not already in the agreement	Not yet decided	Okla. Stat. tit. 78, §85 et seq.	3 years (OUTSA) 5 years (breach of contract)	Not yet decided	Not yet decided, but likely no absent an express tolling provision
OR Oregon	Reformation	Yes	Or. Rev. Stat. § 646.461-646.475	3 years (OUTSA) 6 years (breach of contract)	Not yet decided	No
PA Pennsylvania	Reformation	Yes, but reason for termination must be considered (i.e., unenforceable where employee fired for poor performance)	12 Pa. Cons. Stats §5392	3 years (PUTSA) 4 years (breach of contract)	Not yet decided, but superior courts have treated the idea favorably and Third Circuit appears to have applied it	No
RI Rhode Island	Blue pencil normally; reformation rarely	Not yet decided	R.I. Gen. Laws §6-41-1	3 years (RIUTSA) 10 years (breach of contract)	No	Yes

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SC South Carolina	Yes	None	Yes	Yes	No
SD South Dakota	Yes	S.D. Codified Laws §53-9-8	No	Yes	Yes
TN Tennessee	Yes	None	Yes	Yes	Yes, so long as the employer substantially performs the promise of employment
TX Texas	Yes	Tex. Bus. & Com. Code §15.50-.52	Yes	Yes	No
UT Utah	Yes (but certain exceptions)	UT Code Ann. §§ 34-51-101-301	Likely yes	Yes	Yes
VT Vermont	Yes	26 V.S.A. § 281© (barbering and cosmetology students cannot be restrained by their school)	Not yet decided	Yes	Yes
VA Virginia	Yes	None	Yes	Yes	Yes
WA Washington	Yes (with limitations)	HB 1450 (effective Jan. 1, 2020)	Yes	Yes	No
WV West Virginia	Yes	Article 47-11E-1-5 (limitations on physician non-competes)	Yes	Yes	No
WI Wisconsin	Yes	Wis. Stat. Ann. §103.465	Yes	Yes	Yes
WY Wyoming	Yes	None	Not yet decided	Not yet decided	No

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
SC South Carolina	Blue pencil only; limited reformation of overly broad territorial restrictions may be allowed, but agreements with unreasonable restrictions generally invalidated	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	S.C.C.A. §39- 8-10 et seq.	3 years (SCUTSA) 3 years (breach of contract)	Not yet decided	Not yet decided
SD South Dakota	Blue pencil	Yes	S.D. Cod. Laws §37-29-1	3 years (SDUTSA) 6 years (breach of contract)	Not yet decided	Not yet decided
TN Tennessee	Reformation (termed the “Rule of Reasonableness”)	Yes	Tenn. Code §47-25-1701 et seq.	3 years (trade secret act) 6 years (breach of contract)	Not yet decided	Not yet decided
TX Texas	Reformation	Yes	Tex. Civ. Prac. & Rem. Code Ann. §§134A.001 et seq.	3 years (TUTSA) 4 years (breach of contract)	Not yet decided	No, absent an express tolling provision
UT Utah	Not yet decided	Yes	Utah Code Ann. §§ 13-24-1-9	3 years (UUTSA) 6 years (breach of contract)	Yes in trial courts (not yet decided by appellate courts)	Not yet decided
VT Vermont	Unclear	Yes	Ch. 143 §4601	3 years (VTSA) 6 years (breach of contract)	Not yet decided	No
VA Virginia	No	Yes	Va. Code. Ann. §59.1-336	3 years (VUTSA) 5 years (breach of contract)	No	Yes
WA Washington	Blue pencil	Yes (but for laid off employees, employer must provide compensation equivalent to employee’s base salary at time of termination for entire period of enforcement)	Wash. Rev. Code §§ 19.108.010-19.108.930	3 years (WUTSA) 6 years (breach of contract)	Unclear	Unclear
WV West Virginia	Reformation	Not yet decided	W. Va. Code §47-22-1	3 years (WVUTSA) 10 years (breach of contract)	Not yet decided	No
WI Wisconsin	Not likely	Undecided	Wis. Stat. §134.90	3 years (WUTSA) 6 years (breach of contract)	Not yet decided	Not yet decided
WY Wyoming	Reformation	Yes, likely	Wyo. Stat. Ann. §§40-24-101 to 110	4 years (WUTSA) 10 years (breach of contract)	No	Unclear



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