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Siemens, Former Employee Put End To Trade Secret Row

By **Adam Lidgett**

Law360 (December 3, 2020, 5:21 PM EST) -- Siemens Medical Solutions has resolved a suit against a former employee that the company claimed joined a competitor with trade secret information in hand about cardiac catheters.

U.S. District Judge J. Paul Oetken on Tuesday signed off on an agreement between Siemens Medical Solutions USA Inc. and former worker Anthony Medigo to dismiss the suit claiming that he breached his confidentiality agreement by moving to NuVera Medical Inc. after Siemens let him go as a result of a staff reduction. NuVera was not a party to the suit.

While Medigo denied he did anything wrong, he agreed not to do work that would compete with anything he did during his last two years at Siemens, although that restriction only lasts until Nov. 17, 2021, according to Tuesday's order. He also agreed not to disclose any Siemens confidential information as defined in his Siemens confidentiality agreement, among other things.

"We believe that the matter was resolved in a manner favorable to Mr. Medigo, and we are pleased with the outcome," Ethan A. Brecher, Medigo's attorney, told Law360 on Thursday.

Counsel for Siemens declined to comment.

Siemens sued Medigo — a former global vice president of its intracardiac catheter business — in New York federal court last month, seeking to bar him from violating the terms of a senior management confidentiality agreement and a separation agreement.

Medigo had been let go from Siemens as part of a staff reduction stemming from a temporary recall on one of the company's products, the AcuNav Volume ICE Catheter, the complaint alleged. He officially left Siemens in July, according to court documents.

But during his time at Siemens, Medigo had access to trade secrets like customer and financial data, according to the company. The confidentiality agreement, which he signed as consideration for a promotion, and the separation agreement, which he signed to get a payout when he was let go, featured restrictions including a bar on working on competing products for one year, according to the suit.

Medigo broke those agreements when he went to work for NuVera as its chief commercial officer, where he would work on products competing with Siemens, the suit alleged.

However, Medigo countered that not only were his job responsibilities limited at Siemens, but the

company also refused to give him a copy of the confidentiality agreement when he requested it while being let go.

And despite Siemens' "unfounded speculation," Medigo said he has never given his new employer any of Siemens' trade secret information.

Siemens is represented by Gary Moy and Eric A. Savage of Littler Mendelson PC.

Medigo is represented by Ethan A. Brecher of the Law Office of Ethan A. Brecher LLC.

The case is Siemens Medical Solutions USA Inc. v. Medigo, case number 1:20-cv-09634, in the U.S. District Court for the Southern District of New York.

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