

Villagers,

If you have ever wondered why you must sign a Non-Disclosure Agreement (NDA) in order to attend VOILA seminars, this post is for you. I will start by saying that I am an attorney, not a bodywork professional, so please forgive some general language about VOILA to follow. What matters is the intellectual property concept I'll be explaining and your role in it, not the technicality that is VOILA.

As you know from your participation, the seminars generally teach an increasingly complex/developed method for enhancing your *personal* practices. Personal is emphasized in the prior sentence because the NDA you all sign limits your use of what you learn to you, personally, not for dissemination or for teaching to others without going through the steps to ensure that what is shared is the benefit of VOILA — not a shortcut from dipping a toe into the method — but information steeped in the knowledge and experience of the VOILA Village which comes from specific teacher training, testing, and endorsement and, importantly, permission from Joel to share. This method you are learning has come from years of Joel's professional research and exploration and development. It is a form of intellectual property, known as a "trade secret," which means the method is:

- 1) confidential information (here, the protocol, language, etc. that comprise the method are not generally known, not freely disseminated, and are proprietary),
- 2) with economic value independent from being confidential (clients and professionals will pay for VOILA treatment/training), and
- 3) the owner of the information must take reasonable measures to maintain the secrecy of the information (this is where the NDA is important).

Joel protects his proprietary information in a number of ways: by not openly disseminating his protocol, language, etc. that comprise the method to the public and protecting its confidentiality, by having all attendees learning about VOILA sign a NDA limiting use of the information learned to the attendee, personally, as I mentioned above, and by copyrighting his workbooks which are also not available to the public. It is important that he do so because what he developed is his business and it is his passion and something that requires a minimal level of consciousness to navigate. Joel shares his knowledge with you so that you too may grow and develop and so the Village as a whole benefits and grows. This is where you fit in — as a vital and valued member of the VOILA Village. Together, you all are working to raise the level of consciousness and positive impact. It's good stuff.

Now back to the legality. When a proprietor develops a trade secret, like VOILA, the proprietor must take steps to ensure the information is protected. It means having NDAs signed, enforcing the terms when an NDA is violated, for example, by teaching or disseminating what is learned, or taking it as your own to "create" your own "method" without proper training and written permission. Enforcement starts with a notice to the disseminating party that he or she is in breach of the NDA and an opportunity for the disseminating party to cease and desist all breaching activity (a cease and desist letter). If the breach continues, next steps are litigation to obtain a restraining order and injunction.

This is an extreme step nobody wants. It's costly and consuming. Point is: comply with the NDA, work with the Village, get the training and permissions, and GROW.

FYI - The Uniform Trade Secrets Act (a form of which has been adopted by most states) and the Defend Trade Secrets Act (federal law) governs lawsuits to protect trade secrets. While there are some variations among the state and federal statutes, successful trade secret plaintiffs may generally recover the following:

- 1) The actual damages they have suffered as a result of the misappropriation of their trade secrets
- 2) Any unjust enrichment gained by the defendant as a result of the misappropriation, to the extent it differs from the plaintiff's actual damages
- 3) A reasonable royalty for the use of their trade secrets, in some instances
- 4) Exemplary (punitive) damages where the infringement is willful and malicious
- 5) Attorneys' fees where the infringement is willful and malicious
- 6) A court order preventing future infringement

So the person disseminating information without permission could be forced to bear the costs associated with making the dissemination stop.

Joel wants to focus on you, on VOILA, and where his talents lie. This post is meant to help him do so by reminding everyone about the importance of VOILA as a confidential and protected method.

Thank you for being here.