

KANE RUSSELL COLEMAN LOGAN

One Mission. Your Mission.



Richard L. Hathaway

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Richard Hathaway is a complex commercial trial lawyer with significant experience in federal and state courts as well as in arbitration.

Recent recipient of the prestigious "America's Top 100 Bet-the-Company Litigators," Richard represents a wide range of clients, from individuals and small proprietors to large corporate entities and Fortune 500 companies.

With a long track record of guiding clients through complex litigation, Richard is known for his strategic thinking and strong advocacy skills. Companies turn to Richard to help them face make-or-break, high-stakes cases. He works hard to gain an in-depth understanding of his clients, their operations, and all the issues involved in a case. Sometimes donning boots and a hardhat, he investigates matters to understand the most nuanced details necessary to win the dispute. He accomplishes this while always keeping an eye on his clients' bottom line.

In the courtroom or around the negotiation table, Richard reads people very well, understands each and every angle of a case, and adroitly applies his carefully crafted, often creative, legal strategy to best position his client and achieve the most optimal outcome possible.

In addition to large complex commercial litigation, Richard handles matters related to non-compete enforcement and defense, Texas Uniform Trade Secrets Act, construction litigation, real estate litigation (brokerage and landlord/tenant), energy industry litigation, health law litigation, emergency relief, restraining orders and injunctive relief, partnership disputes, Texas Uniform Fraudulent Transfer Act.

Richard particularly enjoys high-speed emergency litigation and finds it gratifying to obtain temporary restraining orders and injunctions to help protect his clients' intellectual property. His ability to see the road ahead allows Richard and his team to respond rapidly to his clients' needs. As Richard puts it, his team has the process of combatting trade secret theft "down to a science."

Away from the Office

Richard likes to give back to the legal community by mentoring young lawyers through the Dallas Bar Association and judging mock trials. For relaxation, he enjoys running, attending concerts and events, fishing and socializing with friends.

old and new.

Bar Admissions

- State Bar of Texas (2001)
- United States District Court of Northern District of Texas.
- United States District Court of Southern District of Texas
- United States District Court of Eastern District of Texas.
- United States District Court Western District of Texas.

Education

St. Mary's University, J.D., 2001

- Research/Articles Editor
- Phi Delta Honor Fraternity
- Who's Who American Law Students
- Judicial Internship - Fourth Court of Appeals, Justice Paul Green
- Judicial Internship - Court of Criminal Appeals
- Judicial Clerkship-Second Court of Appeals, Justice Anne Gardner, 2001-2002

University of Texas at San Antonio

Practice Focus

- Complex Commercial Litigation
- Construction
- Labor & Employment
- Emergency Response
- Litigation
- Energy, Oil and Gas
- Probate, Fiduciary and Trusts

Publications

- Framing Issues, "Three Factors to Consider When Including a Liquidated Damages Clause in Your Texas Construction Contract," April 2020
- Law in the Workplace, "Returning to Work in the Shadow of COVID-19: Resources and Suggested Approaches for Employers," May 2020 (Co-Authored)
- Law in the Workplace, "Webinar: Getting Back to Work: What Employers Need to Know as Employees Return to Work," April 2020 (Co-Authored)
- April 2020: Treatment of Independent Contractors Under the Paycheck Protection Program
- March 2020: Three Key Considerations When Applying for the Paycheck Protection Program
- 2014: Presentation: Texas Non-Compete Agreements and Workplace Agreements.
- Co-Author, "LITIGATION ALERT: Free Speech In Texas," March 2013

- November 2012: Litigation Alert: Insurance Law Update: Fifth Circuit certifies to the Supreme Court of Texas: Is the contractual liability exclusion triggered by a general contractor's agreement to "perform its work in a good and workmanlike manner?"
- Co-Author, "Broad-Form Indemnity Eliminated in Construction-Related Contracts in Texas," May 2012

Frequent Author on Law in the Workplace Blog:

- To Recover Attorneys' Fees While Enforcing a Non-Compete Agreement, Employers Should Now Consider Pleading the Texas Uniform Trade Secrets Act
- The Non-Compete Reasonableness Requirement
- In Texas, are Non-Compete Agreements Enforceable?
- Three Approaches to Enforcing a Non-Compete in Texas State Court
- Three Things Employers Should Do When an Employee Resigns
- Texas Physician Non-compete Agreements: Four Common Flaws that Make them Unenforceable
- Three Reasons You May Want Your Employees to Sign a Non-Compete
- Trade Secrets: Three Ways you May be Unwittingly Sharing Yours
- Three of the most common misconceptions about enforcing Texas non-compete agreements
- *Second Circuit disregards DOL Internship Test and adopts the Primary Beneficiary Test For-Profit Employers*
- *Fast food non-compete agreements?*
- *Stock Incentive Plans may allow Texas Employers to Recoup Bonus Pay from Employees that Leave and Work for a Competitor*

Honors

- Texas Rising Stars, Thomson Reuters (2009-2011)

Associations

- Dallas Bar Association
- Litigation Section, State Bar of Texas
- Construction Section, State Bar of Texas

Media

Quoted in:

"Answers to Tough HR Questions", *What's Working in Human Resources*, August 16th, 2017, pg. 4

Insights

- Texas House Bill 366: An Effort to Start a New Era of Transparency in Political Advertising
- The Corporate Transparency Act is Back, Probably....Five Takeaways for Affected Entities
- U.S. District Court Stays and Enjoins Enforcement of FTC's Non-Compete Ban: What Texas Employers Should (or Shouldn't) Do Next
- Despite the FTC's Final Rule Banning most Employer-Employee Non-compete Clauses, it is not the death of all Non-Compete Clauses.
- Federal District Court Finds Corporate Transparency Act Unconstitutional: Are Small Businesses Still Required to Comply?
- Federal District Court Denies Copyright to Visual Art Piece Generated Solely by Artificial Intelligence.

- When it Comes to Generative AI, Ignorance is not Bliss: Three Risks Your Business Faces by Failing to Regulate Workplace Use of Generative AI.
- Are You Rushing to Copyright Your ChatGPT-generated Screenplay? Don't Get Your Hopes Up. U.S. Copyright Office Publishes New Guidance on Works Created with Artificial Intelligence.
- Keeping Your Trade Secrets a Secret: Three Common Myths about Trade Secret Protection that could put your Business's Trade Secrets at Risk
- The Rising Importance of Trade Secret Protection in the Coming Era of Non-Compete Ban: Two Steps Your Business Needs to Take Now
- Returning to Work in the Shadow of COVID-19: Resources and Suggested Approaches for Employers
- Three Factors to Consider When Including a Liquidated Damages Clause in Your Texas Construction Contract
- Treatment of Independent Contractors Under the Paycheck Protection Program
- CARES Act: Three key considerations when applying for the Paycheck Protection Program
- Three Things Employers Should Do When an Employee Resigns
- Texas Physician Non-compete Agreements: Four Common Flaws that Make them Unenforceable
- Three Reasons You May Want Your Employees to Sign a Non-Compete
- Trade Secrets: Three Ways you May be Unwittingly Sharing Yours.
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- Stock Incentive Plans may allow Texas Employers to Recoup Bonus Pay from Employees that Leave and Work for a Competitor
- To Recover Attorneys' Fees While Enforcing a Non-Compete Agreement, Employers Should Now Consider Pleading the Texas Uniform Trade Secrets Act
- The Non-Compete Reasonableness Requirement
- In Texas, are Non-Compete Agreements Enforceable?
- Three Approaches to Enforcing a Non-Compete in Texas State Court
- LITIGATION ALERT: Free Speech in Texas
- LITIGATION ALERT: INSURANCE LAW UPDATE: Fifth Circuit certifies to the Supreme Court of Texas: Is the contractual liability exclusion triggered by a general contractor's agreement to "perform its work in a good and workmanlike manner"?