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EMPLOYEE NON-COMPETES

A STATE BY STATE SURVEY

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State	Permitted	Protectable / Legitimate Interests	Standards	Exemptions	Continued Employment is Sufficient Consideration	Reformation Blue Pencil Red Pencil	Enforceable Against Employees Terminated w/o Cause
AL	Yes. Ala. Code §§ 8-1-190-197 (§ 8-1-1 <i>repealed</i> <i>effective</i> <i>1/1/2016</i>)	Trade secrets; confidential information; commercial relationships or contacts with specific prospective or existing customers, patients, vendors, or clients; customer, patient, vendor, or client goodwill; specialized and unique training involving substantial business expenditure specifically directed to a particular agent, servant, or employee (if identified in writing as consideration for the restriction).	Must be in writing, signed by all parties, and be supported by adequate consideration. Must preserve a protectable interest. A two-year restriction is presumptively reasonable. Employee has burden of proving undue hardship, if raised as a defense.	Professionals	Yes (pre-amendment)	Reformation	Yes, likely (pre-amendment)
AK	Yes	Trade secrets; intellectual property; customer lists; goodwill with customers; knowledge of his or her business practices; methods; profit margins; costs; other confidential information (that is confidential, proprietary, and increases in value from not being known by a competitor; training and education of the employer's employees; other valuable employer data that the employer has provided to an employee that an employer would reasonably seek to protect or safeguard from a competitor in the interest of fairness.	Factors: limitations in time and space; whether employee was sole contact with customer; employee's possession of trade secrets or confidential information; whether restriction eliminates unfair or ordinary competition; whether the covenant stifles employee's inherent skill and experience; proportionality of benefit to employer and detriment to employee; whether employee's sole means of support is barred; whether employee's talent was developed during employment; whether forbidden employment is incidental to the main employment.	-	Undecided	Reformation	Undecided
AZ	Yes	Trade Secrets; Confidential Information; Customer Relationships	No broader than necessary to protect the employer's legitimate business interest; not unreasonably restrictive; not contrary to public policy; ancillary to another contract.	Broadcasters; maybe physicians	Yes	Blue Pencil	Undecided

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AR	Yes. Ark. Code 4-70-207 (effective 8/6/2015)	Trade secrets; intellectual property; customer lists; goodwill with customers; knowledge of business practices; methods; profit margins; costs; other confidential information (that is confidential, proprietary, and increases in value from not being known by a competitor); training and education; other valuable employer data (if provided to employee and an employer would reasonably seek to protect or safeguard from a competitor in the interest of fairness).	Limited with respect to time and scope in a manner that is not greater than necessary to defend the protectable business interest of the employer. The lack of a geographic limit does not render the agreement unenforceable, provided that the time and scope limits appropriately limit the restriction. Factors to consider include the nature of the employer's business interest; the geographic scope, including whether a geographic limit is feasible; whether the restriction is limited to specific group of customers or others; and the nature of the employer's business. A two-year restriction is presumptively reasonable unless clearly demonstrated otherwise.	Various professionals (medical, veterinary, social workers, others)	Yes	Reformation (mandatory)	Undecided
CA	No, except maybe as to trade secrets. Cal. Business & Professions Code § 16600	Trade secrets	Uncertain status as to trade secrets.	Sale of business	-	-	-
CO	Yes. Colo. Rev. Stat. § 8-2-113	Trade secrets; recovery of training expenses for short- term employees.	Must fall within statutory exception (executive or management employees and professional staff or to protect trade secrets or recover cost of training); be reasonable; and be narrowly-tailored.	Physicians (damages not barred)	Yes	Reformation	Undecided
CT	Yes	Trade secrets; confidential information; customer relationships.	Factors: time; geographic reach; fairness of protection afforded to employer; extent of restraint on employee; extent of interference with public interest.	Broadcasters; security guards; limited as to physicians	Yes, likely	Blue Pencil	Yes

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DE	Yes	Trade secrets; confidential information; customer relationships.	Reasonable in time and geographic reach; protects legitimate economic interests; survives balance of equities.	Physicians	Yes	Reformation	Yes
DC	Yes	Trade secrets; confidential knowledge; expert training; fruits of employment	Reasonable in time and geographic area; necessary to protect legitimate business interests; promisee's need outweighs promisor's hardship. [Follows Restatement (Second) of Contracts, secs. 186-88.]	Broadcasters	Yes (if employment continued for sufficient duration)	Reformation or Blue Pencil	Undecided
FL	Yes. Fla. Stat. Ann. § 542.335	Trade secrets; confidential business information; substantial customer relationships and goodwill; extraordinary or specialized training	Legitimate business interest; reasonably necessary to protect legitimate business interest. [Rebuttal presumptions exist.]	Mediators	Yes	Reformation (mandatory)	Undecided
GA	Yes. Ga. Const., Art. III, Sec. VI, Par. V(c), as amended; OCGA § 13-8-53. [NOTE : Pre-amendment law was more restrictive and applies to pre-amendment agreements]	Proprietary confidential information and relationships; goodwill; economic advantage; time and monetary investment in employee's skill and training.	Not overbroad in time, space, and scope; interest of individuals in gaining and pursuing a livelihood; commercial concerns in protecting legitimate business interests; public policy.	-	Yes	Blue Pencil (according to the Northern District)	Yes, but it's a factor to be considered.
HI	Yes. Haw. Rev. Stat. § 480-4	Trade secrets; confidential information.	Reasonable in time, space, scope.	Employees in a technology business [effective as of 1/1/2015]	Yes, likely	Reformation	Undecided

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ID	Yes as to “key employees” (defined in statute). Idaho Code §§ 44-2701-2704	Trade secrets; technologies; intellectual property; business plans; business processes and methods of operation; goodwill; customers; customer lists; customer contacts and referral sources; vendors and vendor contacts; financial and marketing information; potentially others.	Reasonable as to duration, geographical area, type of employment or line of business, and does not impose a greater restraint than is reasonably necessary to protect the employer’s legitimate business interests; reasonable as to covenantor, covenantee, and public. Rebuttable presumptions of reasonableness: 18 months; geographic area restricted to areas employee provided services or had significant presence or influence; limited to line of business in which employee worked. Presumption that employee is “key employee” if in highest paid 5% employees in company.	Non-”key employees.” (“Key employees” are those who have gained a high level of inside knowledge, influence, credibility, notoriety, fame, reputation or public persona as a representative or spokesperson of the employer, and as a result, have the ability to harm or threaten an employer’s legitimate business interests).	Yes (but if no additional consideration, noncompete is limited to 18 months)	Reformation	Yes
IL	Yes	Legitimate business interests are based on the totality of the facts and circumstances of the case. Trade secrets, confidential information, and near permanent business relationships are factors.	Ancillary to a valid employment relationship; no greater than required to protect a legitimate business interest; does not impose undue hardship on the employee; not injurious to the public; and reasonable in time, space, and scope. [May require two years of employment before any noncompete can be enforced.]	Broadcasters; government contractors; physicians; low-income workers.	Yes (if employment continued for sufficient duration)	Reformation	Yes

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IN	Yes	Trade secrets; confidential information; goodwill; special training or techniques.	Clear and specific (not general) restraint must be reasonable in light of the legitimate interests to be protected; reasonableness is measured by totality of interrelationship of the interest, and the time, space, and scope of the restriction, judged by the needs for the restriction, the effect on the employee, and the public interest.	-	Yes	Blue Pencil	Yes
IA	Yes	Trade secrets; goodwill; specialized training.	Whether the restriction is reasonably necessary to protect the employer's business, unreasonably restrictive (time and space), and prejudicial to the public interest.	Franchisees (where franchisor does not renew)	Yes	Reformation	Yes, but it's a factor to be considered.
KS	Yes	Trade secrets; confidential business information; loss of clients; goodwill; preserving contact with clients; customer contracts; referral sources; reputation; special training.	Protects a legitimate business interest; not undue burden on employee; not injurious to public welfare; reasonable in time and space.	Accountants (limited)	Yes	Reformation	Yes
KY	Yes	Confidential business information; customer lists; competition; employee training investment in training.	Reasonable in scope and purpose; reasonableness determined by the time, space, and "charter" of the restriction; no undue hardship; does not interfere with public interest	-	No, although threatened loss of job might be a factor.	Reformation	Undecided (but it can be a factor)
LA	Yes. La. Rev. Stat. Ann. § 23:921	Trade secrets; financial information; management techniques; extensive training (if such training is unrecovered through employee's work).	No more than two years; specifies the specific geographic reach (by parishes, municipalities, or their respective parts); defines employer's business; strict compliance with statute.	Automobile salesmen; real estate broker's licensees (procedural requirements)	Yes	Blue Pencil, if allowed by the noncompete	Yes, likely.

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ME	Yes	Trade secrets; confidential information; goodwill.	No broader than necessary to protect the employer's legitimate business interest; reasonable as to time, space, and interests to be protected; no undue hardship to employee.	Broadcast industry (presumption)	Yes	Reformation	Yes, likely.
MD	Yes	Trade secrets; routes; client lists; established customer relationships; goodwill; unique services.	Duration and space no wider than reasonably necessary to protect legitimate interests; no undue hardship to employee; not contrary to public policy; ancillary to the employment.	-	Yes	Blue Pencil	No, likely.
MA	Yes	Trade secrets; confidential information; goodwill.	Narrowly tailored to protect legitimate business interest; limited in time, space, and scope; consonant with public policy; harm to employer outweighs harm to employee.	Broadcasters; physicians; nurses; social workers; psychologists	Yes	Reformation	Yes
MI	Yes. Mich. Comp. Laws § 445.774a	Trade secrets; confidential business information; goodwill.	Must have an honest and just purpose and to protect legitimate business interests; reasonable in time, space, and scope or line of business; not injurious to the public.	-	Yes	Reformation	Yes
MN	Yes	Trade secrets; confidential business information; goodwill; prevention of unfair competition.	No broader than necessary to protect the employer's legitimate business interest; does not impose unnecessary hardship on employee.	-	No	Reformation	Yes
MS	Yes	Trade secrets; confidential business information; goodwill; ability to succeed in a competitive market.	Reasonableness and specificity of restriction, primarily, in time and space; hardship to employer and employee; public interest.	-	Yes (though questioned if employee terminated shortly after)	Reformation	Yes

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MO	Yes. 28 Mo. Stat. Ann. § 431.202 (related)	Trade secrets; confidential business information; customer or supplier relationships, goodwill, or loyalty; customer lists; protection from unfair competition; stability in the workforce.	Reasonably necessary to protect legitimate interests; reasonable in time and space; not an unreasonable restraint on employee; purpose served; situation of the parties; limits of the restraint; specialization of the business. [Absence of legitimate business interest impacts duration, which can be no more than one year.]	Secretaries (limited); clerks (limited)	Yes (where there is other related consideration, such as continued access to customers or trade secrets).	Reformation	Yes
MT	Yes. Mont. Code Ann. §§ 28-703-05	Trade secrets; proprietary information that would provide an employee with an unfair advantage; goodwill; customer relationships.	Partial or restricted in its operation by being limited in operation either as to time or place; supported by “some good consideration”; protects a legitimate business interest; reasonable, affording only a fair protection to the interests of the party in whose favor it is made, and not so large in its operation as to interfere with (or impose an unreasonable burden upon) the employer, the employee, or the interests of the public.	-	No	Blue Pencil, likely	No
NE	Yes	Trade secrets; confidential information; goodwill.	Reasonably necessary to protect legitimate interests; not unduly harsh or oppressive to employee; not injurious to the public. Considerations include: inequality in bargaining power; risk of loss of customers; extent of participation in securing and retaining customers; good faith of employer; employee’s job, training, health, education, and family needs; current employment conditions; need for employee to change his calling or residence; relation of restriction to legitimate interest being protected.	-	Yes, likely	Red Pencil	Undecided

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NV	Yes. Nev. Rev. Stat. § 613 [enacted June 3, 2017; not yet codified]	Trade secrets; goodwill.	Void unless: (a) supported by valuable consideration; (b) not greater than required to protect employer; (c) no undue hardship on employee; and (d) appropriate in relation to the consideration. Cannot restrict employee from providing service to customer/client if (a) customer/client was not solicited; (b) customer/client voluntarily chose to leave or seek services from employee; and (c) employee otherwise complies with time, geographical area, and scope of noncompete.	-	Yes (pre-amendment)	Reformation (mandatory)	Undecided, except in connection with RIF, “reorganization or similar restriction,” in which case employee must be paid “salary, benefits or equivalent compensation,” including severance.
NH	Yes. RSA 275:70	Trade secrets; confidential business information; goodwill; employee’s special influence over the employer’s customers.	Not greater than necessary to protect the employer’s legitimate business interests; no undue or disproportionate hardship to employee; not injurious to public interest; new employees must be given a copy of the noncompete prior to acceptance of offer for employment.	Physicians (RSA 329:31-a (effective 8/5/2016))	Yes	Reformation	Undecided
NJ	Yes	Trade secrets; confidential business information; goodwill in existing customers; preventing employee from working with customer at lower cost than working through employer.	Protects a legitimate business interest; not undue burden on employee; not injurious to the public; not overbroad in time, space, and scope.	In-house counsel; psychologists	Yes	Reformation	Yes, but it’s a factor to be considered.

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NM	Yes. N.M.S.A. 1978, §§ 24-11-1-5 (creates health care practitioner exemption only)	Maintaining workforce; limitation of competition (but not to stifle competition); customer relationships.	Reasonable as applied to the employer, employee, and public; not great hardship to employee in exchange for small benefits to employer.	Healthcare practitioners (dentists, osteopathic physicians, physicians, podiatrists, certified registered nurse anesthetists) to the extent they are providing clinical health care services. [Exemption has limits (including that it does not apply to a covered medical professional if they are a shareholder, owner, partner, or director of a health care practice) and is effective only to agreements from 7/1/2015 and after.]	Yes, likely	Undecided	Undecided
NY	Yes	Trade secrets; confidential information; goodwill; on-air persona of broadcasters; employee's unique or extraordinary services.	Reasonable in time and space, and no greater than is required for the protection of the legitimate interest of the employer; does not impose undue hardship on the employee; not injurious to the public.	-	Yes	Reformation	Cases are split
NC	Yes. N.C. Gen. Stat. § 75-4; 21 N.C. Admin. Code § 29.0502(e)(5)	Trade secrets; confidential business information; goodwill.	In writing; part of an employment contract; reasonably necessary to protect legitimate business interest; reasonable in time and space; not against public policy.	Possible limits on use with locksmiths	No	Blue Pencil	Yes, likely.
ND	No. N.D. Cent. Code § 9-08-06	-	-	-	-	-	-

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OH	Yes	Trade secrets; confidential information; customer relationships; prevention of the use of proprietary customer information to solicit customers.	Not greater than necessary to protect the employer's legitimate business interests; no undue hardship to employee; not injurious to public interest. Considerations: absence or presence of limitations as to time and space; whether employee is sole contact with customer; employee's possession of trade secrets or confidential information; purpose of restriction (elimination of unfair competition vs. ordinary competition and whether seeks to stifle employee's inherent skill and experience); proportionality of benefit to employer as compared to the detriment to the employee; other means of support for employee; when employee's talent was developed; whether forbidden employment is merely incidental to the main employment.	-	Yes	Reformation	Yes
OK	No. OK Stat. § 15-219A	-	-	-	-	-	-
OR	Yes. Or. Rev. Stat. § 653.295	Trade secrets; confidential business or professional information; investment in certain on-air broadcasters; customer contacts and goodwill.	Noncompete provided at least two weeks before employment or with bona fide advancement; employee meets minimum compensation threshold; restricted in time or space; application of restriction should afford only a fair protection of the employer's interests; must not interfere with public interest. As of January 1, 2016, non-competes are limited to 18 months. [Qualifying garden leave clauses are enforceable.]	-	No	Reformation	Undecided

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PA	Yes	Trade secrets; confidential information; goodwill; investment in specialized training; unique or extraordinary skills.	Ancillary to employment relation or other transaction; reasonably necessary to protect the employer's legitimate interests; reasonable in time and space.	-	No	Reformation	Yes, but it's a factor to be considered.
RI	Yes	Trade secrets; confidential information; customer lists; goodwill; special training or skills.	Reasonable in light of protectable interests.	Physicians	Undecided, but likely	Blue Pencil, but may allow Reformation	Undecided
SC	Yes	Business and customer contacts; existing employees; existing payroll deduction accounts.	Necessary to protect legitimate business interest; reasonably limited in time and space; not unduly harsh and oppressive to employee's efforts to earn a living; reasonable from standpoint of public policy.	-	No	Blue pencil, likely. (SC S. Ct. rejected blue pencil doctrine by name, but case involved reformation; SC Ct. App. has since permitted step-down provisions.)	Undecided
SD	Yes. S.D. Codified Laws §§ 53-9-8, et seq.	Trade secrets; protection from unfair competition; existing customers.	Restriction is in the same business or profession as that carried on by employer and does not exceed two years and in a specified geographic area; reasonableness in time, space, and scope is a factor only in certain circumstances.	-	Yes	Reformation, likely.	Yes, but it's a factor to be considered.
TN	Yes	Trade secrets; confidential information; retention of existing customers; investment in training or enhancing the employee's skill and experience.	Restriction must be reasonable in time and space and necessary to protect legitimate interest; public interest not adversely affected; no undue hardship to the employee.	Physicians (in certain circumstances).	Yes (if employment continued for appreciably long period)	Reformation	Yes, but it's a factor to be considered.

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TX	Yes. Tex. Bus. & Com. Code §§ 15.50-.52	Trade secrets; confidential or proprietary information; goodwill; special training or knowledge acquired during employment.	Ancillary to an otherwise enforceable agreement; reasonable in time, space, and scope; does not impose a greater restraint than necessary to protect legitimate business interest. *In December 2011, the Texas Supreme Court withdrew its June 2011 landmark decision, but still eliminated the requirement that the consideration given by the employer in exchange for the noncompete must give rise to the interest protected by the noncompete, and held that the consideration for the noncompete agreement must be reasonably related to the company's interest sought to be protected.	Physicians (in certain circumstances)	No	Reformation (mandatory)	Yes
UT	Yes. Utah Code Ann. §§ 34-51-101-301 [Effective for agreements entered on or after May 10, 2016]	Trade secrets; goodwill; extraordinary investment in training or education.	No bad faith in the negotiations; necessary to protect legitimate business interest; reasonable in time, space, and scope; consideration of hardship. One year limit for agreements entered on or after May 10, 2016.	-	Yes	Undecided	Yes
VT	Yes	Proprietary confidential information; goodwill; relationships with customers; investments in special training.	Necessary to protect legitimate business interest; not unnecessarily restrictive to employee; limited in time, space, and/or industry; not contrary to public policy.	Beauticians and cosmetologists (by their school)	Yes	No, but possibly if contract provides	Undecided

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VA	Yes	Trade secrets; confidential information; knowledge of methods of operation; protection from detrimental competition; customer contacts.	Narrowly drawn (no greater than necessary) to protect the employer's legitimate business interest; reasonable in time, space, and scope; not unduly harsh or oppressive (or burdensome on the employee) in curtailing the employee's ability to earn a livelihood; not against, and reasonable in light of, sound public policy.	-	Yes	Red Pencil, but severable portions can be enforced if remaining restrictions are otherwise enforceable	Yes
WA	Yes	Customer information and contacts; goodwill.	Restriction is necessary to protect employer's business or goodwill; restriction is no greater than reasonably necessary to secure employer's business or goodwill; reasonable in time and space; injury to public does not outweigh benefit to employer.	Broadcasters (under certain circumstances)	No	Reformation	Yes, likely.
WV	Yes	Trade secrets; confidential or unique information; customer lists; direct investment in employee's skills; goodwill.	Ancillary to a lawful contract; not greater than reasonably necessary to protect legitimate business interest; reasonable in time and space; no undue hardship on employee; not injurious to public.	-	No	Reformation	Undecided
WI	Yes. Wis. Stat. Ann. § 103.465	Trade secrets; confidential business information; customer relationships.	Necessary to protect legitimate business interest; reasonable in time and space; not harsh or oppressive to the employee; not contrary to public policy.	-	Yes, if continued employment is conditioned on signing the agreement	Red pencil, but, courts (and legislature) may be moving toward a more tolerant approach	Undecided

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WY	Yes	Trade secrets; confidential information; special influence of employee over customers to the extent gained during employment.	Restraint must be ancillary to otherwise valid agreement and fair; no greater than necessary to protect legitimate business interests; reasonable in time and space; no undue hardship on employee; employer's need outweighs harm to employee and public; not injurious to public.	-	No	Reformation	Yes, likely.
GENERAL RULES							
		Customer lists are frequently considered trade secrets or confidential information. Some states, however, separately identify them as protectable interests.	Consideration for the noncompete is always a requirement. That requirement is not typically an issue when the agreement is entered into at the inception of an employment relationship.	Attorneys and certain persons in the financial services industry are subject to industry regulations not addressed in this chart.	The continued employment issue addresses only at-will employment relationships.	Reformation is also sometimes called Judicial Modification, the Rule of Reasonableness, the Reasonable Alteration Approach, or the Partial-Enforcement rule.	Addresses only not-for-cause terminations and assumes no breach or bad faith by the employer.