

How Important are Irreparable Injury Provisions in Non-Compete Agreements?

Employers who use non-compete agreements take note: Minnesota courts want to see more than just words in a contract before they will grant injunctive relief against a former employee, warns a **post on the website** of Dorsey & Whitney LLP.

The article discusses *St. Jude Medical, Inc. v. Carter*, which arose after Heath Carter left his employer to work for a competitor. The employer filed suit against Carter and the competitor, alleging violations of Carter's non-compete agreement. The employer sought an order enforcing the terms of the non-compete agreement and prohibiting Carter from working for a competitor in his then-current position. Although the jury found that Carter had breached his non-compete agreement, the court refused to enter an injunction, finding that the employer failed to establish that it had been harmed.

The Minnesota Court noted that "[a] private agreement is just that: private," and concluded that such contractual language does not, by itself, entitle an employer to an injunction after proving the breach of a non-compete.

Read the article.