

Limits to Enforcement of Non-Compete Agreements

A recent decision from the Connecticut Superior Court illustrates the limits to enforcing non-compete agreements, writes **Michael LaVelle** for Pullman & Comley's **Working Together** blog.

LaVelle explains the case's background: "Typical of non-compete enforcement situations, the plaintiff company learned that an executive employee who had just resigned had been hired by a key competitor. The former employee had signed a 'Confidential Information, Non-Compete and Inventions Assignment and Assumption Agreement' at the start of her employment. The company sought to enforce the agreement by obtaining an injunction to prevent the former employee from working for the competitor."

The court found that by preventing the individual from performing any work or services, whether as an employee, consultant or independent contractor, for any competitor, the agreement went beyond the limits of reasonableness.

Read the article.