

Careful Drafting of Non-Competes and Other Restrictive Covenants Can Save the Day

It generally is a defense to a breach of contract claim if the defendant proves that the plaintiff was the first one to materially breach the parties' agreement, writes **Shep Davidson** for **The In-House Advisor**.

He discusses a recent Massachusetts Superior Court case illustrating how a plaintiff seeking to enforce a post-employment restrictive covenant can avoid falling victim to such a defense – if the company has a carefully crafted agreement is in place.

In his article, he outlines the lessons for in-house counsel, advising how a well-drafted contract can eliminate a potential defense that could thwart an otherwise well-conceived restrictive covenant.

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