

Restrictive Covenants: The Importance of Understanding Their Contractual Limits

“In a recent decision, the First Department upheld a portion of Justice Andrea Masley’s Order which enjoined a defendant modeling agent and modeling agency from unfairly competing, disclosing or misappropriating plaintiff’s confidential information, and interfering with plaintiff’s contractual relationship with its models, but refused to extend the terms of the employment agreement which prohibited the agent from contacting and soliciting models throughout the pendency of the litigation,” reports Jaclyn M. Ruggirello in Farrel Fritz Attorney’s *Injunctions*.

“In *Marilyn Model Management, Inc. v Derek Saathoff, 1 Model Management, LLC d/b/a One Management*, a modeling agency brought an action seeking injunctive relief and damages for “flagrant and repeated breaches” of the non-solicitation and confidentiality obligations of its former agent, Derek Saathoff. Plaintiff’s complaint alleged that Saathoff unlawfully solicited at least six of the plaintiff’s models, two of which abandoned the plaintiff agency for Saathoff’s new agency, 1 Model Management LLC, also a named defendant in the action. Saathoff resigned from the plaintiff modeling agency to begin representing models with 1 Model, a direct competitor of the plaintiff. Despite his contractual obligations, one could assume Saathoff was not too concerned with keeping his actions a secret when he posted an image of a model, still under contract with the plaintiff, to his Instagram page, publicly welcoming her to his new agency.”

Read the article.