



# 50 State Desktop Reference

What Businesses Need to Know about Non-Competes and Trade Secrets Law



2020-2021 Edition







Dear Clients and Friends,

We are pleased to provide you with the 2021 edition of our 50 State Desktop Reference: What Businesses Need to Know about Non-Competes and Trade Secrets Law. 2020 was certainly an unprecedented year that has had a lasting impact on the world and the law. The sudden move to a remote work environment changed aspects of how and where employees work and how companies conduct business. With these incumbent changes, companies have had to adapt to ensure they are using restrictive covenant agreements appropriately and that they are adequately protecting their trade secrets. Despite the pandemic's impact on our government, we continued to see significant new cases and legislation regarding trade secrets and non-competition agreements. With the change in administrations in 2021, we expect to see a push for a narrowing of the use of non-competition agreements with employees and scrutiny of restrictive covenants in general by the Biden administration and sympathetic state legislators and regulators.

Litigants continue to file more and more cases in federal court asserting claims under the Defend Trade Secrets Act ("DTSA"). We also continue to see high profile trade secret and non-compete cases involving the world's largest companies, high profile executives, and concerning emerging technologies, including significant disputes concerning the extraterritoriality of US trade secret law abroad.

Our 50 State Desktop Reference is a useful guide to see at a glance how the law is currently applied in each state. This year's guide contains significant updates, including addressing changes in the law in Virginia, California, Oregon, Maine, Rhode Island, Maryland, the District of Columbia, and New Hampshire.

Any company that seeks to use non-competition and non-solicitation agreements to protect its trade secrets, confidential information, client relationships, goodwill, or workforce needs to stay informed of the varied and ever-evolving standards in each state. This one-stop desktop reference surveying many of the questions related to

the use of restrictive covenants and intellectual capital protection in all 50 states provides a starting point for the HR professional, in-house counsel, or company executive in answering questions about protecting your company's most valuable and confidential assets. Of course, the information contained in this desktop reference is condensed and simplified, and thus, while it provides a convenient point of reference, always consult with an attorney before making any decisions, as the law is constantly changing.

The breadth of information included in this booklet complements our attorneys' impressive knowledge when it comes to non-competition, non-solicitation, computer fraud, and trade secret issues across the United States and abroad. As leaders in this field, demonstrated by the team's recent fifth consecutive "Top Tier" ranking in the 2020 edition of *The Legal 500 United States*, the attorneys of Seyfarth's Trade Secrets, Computer Fraud & Non-Competes practice group provide a variety of client-focused services in this space, ranging from counseling and transactional deal advice to trade secret audits to cost-effective injunctions and litigation.

Remaining up to date on current developments is also one of our top priorities to serve our clients. We invite you to visit our award-winning blog at [www.tradesecretslaw.com](http://www.tradesecretslaw.com) for commentary and analysis on hot new topics in the world of trade secrets, non-competes, unfair competition, computer fraud, privacy, and social media, including significant legislative and case updates. Our practice group's extensive webinar series serves as another source for up-to-date information on a variety of interesting topics. Visit our blog to view our upcoming webinar schedule and recordings of previous webinars. We invite you to join in on these webinars. Seyfarth is able to offer CLE credit in certain states. We hope this booklet proves a useful and informative tool. Please do not hesitate to contact a Seyfarth Trade Secrets, Computer Fraud & Non-Competes attorney if you have any questions.



**Michael Wexler**

*Chicago Partner and  
Practice Group Chair*

[mwexler@seyfarth.com](mailto:mwexler@seyfarth.com)  
312) 460-5559



**Robert Milligan**

*Los Angeles Partner and  
Practice Co-Chair*

[rmilligan@seyfarth.com](mailto:rmilligan@seyfarth.com)  
(310) 201-1579



**Kate Perrelli**

*Boston Partner and  
Practice Co-Chair*

[kperrelli@seyfarth.com](mailto:kperrelli@seyfarth.com)  
(617) 946-4817

State	Are employee non-competes allowable?	State statutes governing employee non-competes	Are employee non-solicitation agreements allowable?	Are customer non-solicitation agreements allowable?	Continued employment sufficient consideration?
<b>AL</b> Alabama	Yes	Ala. Code § 8-1-190 et seq.	Yes	Yes	Yes
<b>AK</b> Alaska	Yes	None	Not yet decided, but likely	Not yet decided, but likely	Not yet decided
<b>AZ</b> Arizona	Yes	None	Yes	Yes	Yes
<b>AR</b> Arkansas	Yes	Ark. Code Ann. § 4-75-101	Yes	Yes	Yes
<b>CA</b> California	No (with narrow exceptions, including business to business non-competes)	Cal. Bus. and Prof. Code §§ 16600-16607	Split in case law, but a seller of a business can agree with purchaser not to solicit employees of the business, but only if the agreement is limited to employees of the business at the time it was sold	Generally no, but there may be a trade secret exception	No
<b>CO</b> Colorado	Yes	Colo. Rev. Stat. §8-2-113	Yes	Yes	Yes
<b>CT</b> Connecticut	Yes	Conn. Gen. Stat. Ann. § 20-14p (governs non-competes for physicians) Conn. Gen. Stat. § 31-50a (governs non-competes in security industry) Conn. Gen. Stat. § 31-50b (governs non-competes in broadcast industry)	Yes	Yes	Likely, no, except for at-will employees; continued employment is likely adequate consideration to support non-compete covenants with at-will employees
<b>DE</b> Delaware	Yes	Del. Code Ann. tit. 6, § 2707 (governs non-competes for physicians)	Yes	Yes	Yes
<b>DC</b> District of Columbia	Yes*	None	Yes	Yes	Likely, yes

\* Later this year, the Ban on Non-Compete Agreements Amendment Act of 2020 will likely go into effect, effectively banning all non-compete employment restrictions (with very limited exceptions), including forbidding covenants that prevent an employee from working concurrently elsewhere.

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
<b>AL</b> Alabama	Reformation	Not specifically decided, but likely yes	Ala. Code. § 8-27-1 et seq.	2 years (ATSA) 6 years (breach of contract)	Not yet decided	Yes
<b>AK</b> Alaska	Reformation	Not yet decided	Ala. Stat. §45.50.910-945	3 years (ATSA) 3 years (breach of contract)	Not yet decided	Not yet decided
<b>AZ</b> Arizona	Blue pencil	Not yet decided	Ariz. Rev. Stat. Ann. §§44-401 to 44-407	3 years (AUTSA) 6 years (breach of contract)	Not yet decided, but maybe	Unclear
<b>AR</b> Arkansas	Varies based on when the agreement was signed (pre-7/22/15, blue-pencil only; on or after 7/22/15, reformation)	Not addressed since enactment of the statute; prior cases suggest restrictive covenants are not enforceable if an employer terminates an employee without cause	Ark. Stat. Ann. § 4-75-601 et seq.	3 years (ATSA) 5 years (breach of contract)	Yes	Not yet decided
<b>CA</b> California	No, in employment context; blue pencil with respect to sale of a business exception	No	Cal. Civ. Code §3426.1-3426.11	3 years (CUTSA) 4 years (breach of contract)	No	Likely no
<b>CO</b> Colorado	Blue pencil (discretionary)	Not yet decided	Col. Rev. Stat. §7-74-101	3 years (CUTSA) 3 years (6 for debts/rent; 2 for tortious breach) (breach of contract)	No	No
<b>CT</b> Connecticut	Blue pencil	Yes	Conn. Genl. Stat. §35-50	3 years (CTSA) 6 years (breach of contract)	Yes	No
<b>DE</b> Delaware	Reformation	Yes	Del. Code Ann. Title 6 §2001a	3 years (DTSA) 3 years (breach of contract)	Yes	Yes
<b>DC</b> District of Columbia	Unclear	No	D.C. Code §§ 36-401	3 years (DCUTSA) 3 years (breach of contract)	No	Yes

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<b>FL</b> Florida	Yes	Fla. Stat. Ann. § 542.335	Yes	Yes	Yes
<b>GA</b> Georgia	Yes, but ability to enforce restriction varies based on when the agreement was signed; on or after 5/11/11 much easier to enforce	Ga. Code Ann. § 13- 8-50 et seq.	Yes, and a 2020 decision by the Georgia Court of Appeals suggests that employee non-compete/ no-hire provisions are subject to the requirements of Ga. Code Ann. § 13- 8-50	Yes, but ability to enforce restriction varies based on when the agreement was signed; on or after 5/11/11 much easier to enforce	Yes (for all periods)
<b>HI</b> Hawaii	Yes (but certain exceptions)	Haw. Rev. Stat. §480-4	Yes, except for employees in the information technology sector	Unclear	Yes, likely
<b>ID</b> Idaho	Yes (as to “key employees”)	Idaho Code §§44-2701 to 2704	Yes	Yes	Yes (but if no additional consideration, noncompete is limited to 18 months)
<b>IL</b> Illinois	Yes	820 ILCS 90 prohibits non-compete agreements with low wage employees	Yes	Yes	Yes, may depend on the length of employment (at least 2 years, but questioned by Federal Court)
<b>IN</b> Indiana	Yes	Only addressing requirements for physician non-competition agreements. Ind. Code Ann. § 25-22.5	Yes, but limited to employees with competitively-valuable information or other protectable interest	Yes	Yes
<b>IA</b> Iowa	Yes	None	Undecided	Yes	Yes
<b>KS</b> Kansas	Yes	None	Undecided	Yes	Yes
<b>KY</b> Kentucky	Yes	None	Yes	Yes	No

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
<b>FL</b> Florida	Reformation	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	Fla. Stat Ann. § 688.001 et seq.	3 years (FUTSA) 5 years (breach of contract)	Not yet decided	Yes
<b>GA</b> Georgia	Varies based on when the agreement was signed (pre-11/3/10, no blue pencil or reformation; on or after 5/11/11, reformation)	Yes, but for agreements entered into prior to 5/11/11, the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	Ga. Code Ann. § 10-1-760 et seq.	5 years (GUTSA) 6 years (breach of contract)	No	No, absent an express tolling provision (and only in limited circumstances with an express tolling provision)
<b>HI</b> Hawaii	Reformation	Not yet decided	Haw. Rev. Stat. §§ 482B-1 to 482B-9	3 years (trade secret act) 6 years (breach of contract)	Not yet decided	Unclear
<b>ID</b> Idaho	Reformation	Yes	Idaho Code §§ 48-801-807	3 years (ITSA) 5 years (breach of contract)	Not yet decided	Unclear
<b>IL</b> Illinois	Reformation in case of mutual mistake; blue pencil allowed but disfavored	No, if without cause; yes, with cause	765 ILCS 1065	5 years (ITSA) 10 years (breach of contract)	Yes	Generally, no
<b>IN</b> Indiana	Blue pencil	Yes	Ind. Code. Ann. §24-2-3-1	3 years (IUTSA) 10 years (breach of contract)	Generally, no	Yes, where contract permits extension
<b>IA</b> Iowa	Reformation	Yes	Iowa Code §550.1	3 years (IUTSA) 10 years (breach of contract)	Yes	Yes
<b>KS</b> Kansas	Reformation	Yes	Kan. Stat. Ann. §60-3320	3 years (KUTSA) 5 years (breach of contract)	Not yet decided but likely, yes	Yes, where contract permits extension
<b>KY</b> Kentucky	Reformation	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable	Ky. Rev. Stat. Ann. § 365.880 et seq.	3 years (KTSA) 10 years (breach of contract executed after July 15, 2014) 15 years (breach of contract executed on or before July 15, 2014)	Not yet decided but likely, no	Yes

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<b>LA</b> Louisiana	Yes, if limited to specified parishes or municipalities	La. Rev. Stat. Ann. § 23:921	Yes	Yes, if limited to specified parishes or municipalities	For agreements entered into on or after September 3, 1989, yes; for agreements entered into prior to September 3, 1989, generally no
<b>ME</b> Maine	Yes	For agreements entered into or renewed on after September 18, 2019: 26 MRSA §§599-A (general statute); 26 MRSA § 599 (governs non-competes in the broadcast industry)	Yes	Yes	Yes, if within income guidelines
<b>MD</b> Maryland	Yes	MD Code Ann., Lab. & Empl. § 3-716 (prohibiting employers from enforcing non-competes against workings earning less than or equal to \$15 per hour or \$31,200 per annum) (effective October 1, 2019 with retroactive application)	Yes	Yes	Yes
<b>MA</b> Massachusetts	Yes	For agreements dated on or after October 1, 2018: Mass. Gen. Laws ch. 149, § 24L (general statute). No statute of general applicability for agreements dated prior to October 1, 2018  Mass. Gen. Laws ch. 112, § 74D (governs non-competes for nurses)  Mass. Gen. Laws ch. 112, § 135C (governs non-competes for social workers)  Mass. Gen. Laws ch. 149, § 186 (governs non-competes in broadcast industry)	Yes	Yes	For agreements dated before October 1, 2018: Yes  For agreements dated on or after October 1, 2018: No
<b>MI</b> Michigan	Yes	For agreements executed after March 29, 1985, Mich. Comp. Laws §445.774a; For agreements executed on or before March 29, 1985, Mich. Comp. Laws §445.761, et seq. (repealed)	Yes	Yes	Yes
<b>MN</b> Minnesota	Yes	None	Yes	Yes	Only if bargained for and provides employee real advantages



State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
<b>LA</b> Louisiana	Blue pencil only; agreement must contain a severability clause	Yes	La. Rev. Stat. Ann. § 51:1431 et seq.	3 years (LUTSA) 10 years (breach of contract)	Not yet decided	Not yet decided
<b>ME</b> Maine	Reformation	Likely, yes, if within income guidelines	M.R.S.A. Title 10 §1541 et seq	4 years (trade secret act) 6 years (breach of contract)	Not yet decided	Not yet decided
<b>MD</b> Maryland	Blue pencil	Generally, no	Md. Com. L. Code §11- 1201	3 years (MUTSA) 3 years (breach of contract)	No	No
<b>MA</b> Massachusetts	Reformation	For agreements dated before October 1, 2018: Yes  For agreements dated on or after October 1, 2018: only enforceable against employees terminated “for cause”; may be included in severance agreements if employee is provided 7-day revocation period	Mass. Gen. Laws ch. 93, §§42-42G.	3 years (Mass. Gen. Laws ch. 260 §2A and M.G.L. ch. 93, §42E ) 6 years (breach of contract)	Historically, no in state court (and undecided in federal court). Currently unclear but given recent adoption of UTSA, inevitable disclosure doctrine may be accepted by courts	For agreements dated before October 1, 2018: Generally, no, absent contractual tolling provision; yes with contractual provision  For agreements dated on or after October 1, 2018: extension of up to 2 years if employee violated fiduciary duty to employer or unlawfully took company property; currently unknown whether contractual tolling provisions will be effective, but unlikely if restricted period would exceed one year
<b>MI</b> Michigan	Reformation	Yes	M.C.L.A. §445.1901 to 445.1910	3 years (MUTSA) 6 years (breach of contract)	No	Yes
<b>MN</b> Minnesota	Blue pencil	Yes	Minn. Stat Ann. §325C.01	3 years (MUTSA) 6 years (breach of contract)	Not explicitly accepted but likely, yes	Very rarely

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<b>MS</b> Mississippi	Yes	None	Yes	Yes	Yes
<b>MO</b> Missouri	Yes	Mo. Stat. Ann. §431.202	Yes	Yes	Yes, if combined with something else (such as access to confidential information)
<b>MT</b> Montana	Yes	Mont. Code Ann. §§28-2-703-705	Yes	Yes	No
<b>NE</b> Nebraska	Yes	None	Not yet decided	Yes	Yes
<b>NV</b> Nevada	Yes	Nev. Rev. Stat. §613.195-200 and AB 276, Section 1	Yes	Yes	Yes (pre-amendment)
<b>NH</b> New Hampshire	Yes	NH RSA 275:70 (notice requirement); NH RSA 275:70-a (noncompete agreements for low-wage employees prohibited) (effective September 8, 2019); NH RSA 329:31-a (limitations on physician non-competes)	Yes	Yes	Yes
<b>NJ</b> New Jersey	Yes	None	Yes	Yes	Yes
<b>NM</b> New Mexico	Yes (but health care practitioner exceptions)	N.M.S.A. 1978, §§ 24-11-1-5	Yes	Yes	Yes, likely
<b>NY</b> New York	Yes	None	Yes	Yes	Yes

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
<b>MS</b> Mississippi	Reformation	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable	Miss. Code Ann. § 75- 26-1 et seq.	3 years (MUTSA) 3 years (breach of contract)	Not yet decided	No, absent an express tolling provision
<b>MO</b> Missouri	Reformation	Judicial discretion	Mo. Stat. §417.450 to 417.467	5 years (MUTSA) 5 years (breach of contract)	Not yet decided, but likely, yes	No
<b>MT</b> Montana	Blue pencil, likely	No	Mont. Code Ann. §§ 30-14- 401-409	3 years (MUTSA) 8 years (breach of contract)	Not yet decided	Not yet decided
<b>NE</b> Nebraska	No	Not yet decided	Neb. Rev. Stat. §87-501	4 years (NTSA) 5 years (breach of contract)	Not yet decided at state level, but recognized by federal courts applying NE law	Unclear
<b>NV</b> Nevada	Reformation (mandatory)	Not yet decided, except in connection with RIF, “reorganization or similar reconstruction,” in which case employee must be paid “salary, benefits or equivalent compensation,” including severance	Nev. Rev. Stat. §§ 600A.010-600A.100	3 years (trade secret act) 6 years (breach of contract)	Not yet decided	Yes
<b>NH</b> New Hampshire	Reformation	Yes	N.H. R.S.A. §350-B:1	3 years (NHUTSA) 3 years (breach of contract)	No	No
<b>NJ</b> New Jersey	Reformation	Yes	N.J.S.A. 56:15-1, et seq.	3 years (NJUTSA) 6 years (breach of contract)	Yes	No
<b>NM</b> New Mexico	Not yet decided	Not yet decided	N.M. Stat. Ann. §§ 57-3A-1-7	3 years (NMUTSA) 6 years (breach of contract)	No	No
<b>NY</b> New York	Reformation	Yes, only with cause	No	3 years (tort) 6 years (breach of contract)	More likely to be accepted in federal than state court	Yes



State	Are employee non-competes allowable?	State statutes governing employee non-competes	Are employee non-solicitation agreements allowable?	Are customer non-solicitation agreements allowable?	Continued employment sufficient consideration?
<b>NC</b> North Carolina	Yes	N.C. Gen. Stat. § 75-1 et seq.	Yes	Yes	Generally no, but continued employment may be sufficient if offered for a specified duration
<b>ND</b> North Dakota	No, but exceptions exist for sale of business and between business owners	N.D. Cent. Code §9-08-06	Yes	No	No, but yes with respect to non-disclosure agreements
<b>OH</b> Ohio	Yes	None	Yes	Yes	Yes
<b>OK</b> Oklahoma	No	Okl. Stat. tit. 15, § 217 to 219B	Yes	Yes, if limited to direct solicitation of established customers	Not yet decided
<b>OR</b> Oregon	Yes (with limitations)	Or. Rev. Stat. §653.295	Yes	Yes	No
<b>PA</b> Pennsylvania	Yes	No	Yes	Yes	No (but a non-compete agreement signed after the first day of employment is valid and binding if the parties intended to be bound from the start of employment)
<b>RI</b> Rhode Island	Yes, for some employees	R.I. Gen. Laws 5-37-33 (limitations on physician non-competes)  The Rhode Island Noncompetition Agreement Act § 28-59-3 (places limitations on which employees can be subject to a non-compete agreement)	Yes	Yes	Yes per Superior Court; undecided by RI Supreme Court
<b>SC</b> South Carolina	Yes	None	Yes	Yes	No
<b>SD</b> South Dakota	Yes	S.D. Codified Laws §53-9-8	No	Yes	Yes

State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
<b>NC</b> North Carolina	Blue pencil only	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	N.C. Gen. Stat. § 66-152 et seq.	3 years (NCTSPA) 3 years (breach of contract)	Not yet decided	Not yet decided, but likely no
<b>ND</b> North Dakota	Not applicable	Not applicable	N.D. Cent. Code §47-25.1-01	3 years (NDUTSA) 6 years (breach of contract)	Not yet decided	Not applicable
<b>OH</b> Ohio	Reformation	Yes	R.C.Secs. 1333.61	4 years (OUTSA) 8 years (breach of contract)	Considered but not adopted	Yes
<b>OK</b> Oklahoma	Reformation, but court cannot supply material contract terms or add terms not already in the agreement	Not yet decided	Okla. Stat. tit. 78, § 85 et seq.	3 years (OUTSA) 5 years (breach of contract)	Not yet decided	Not yet decided, but likely no absent an express tolling provision
<b>OR</b> Oregon	Reformation	Yes	Or. Rev. Stat. § 646.461-646.475	3 years (OUTSA) 6 years (breach of contract)	Not yet decided	No
<b>PA</b> Pennsylvania	Reformation	Yes, but reason for termination must be considered (i.e., unenforceable where employee fired for poor performance)	12 Pa. Cons. Stats §5301	3 years (PUTSA) 4 years (breach of contract)	Not yet decided, but superior courts have treated the idea favorably and Third Circuit appears to have applied it	No
<b>RI</b> Rhode Island	Reformation	Not yet decided	R.I. Gen. Laws §6-41-1	3 years (RIUTSA) 10 years (breach of contract)	No	Yes
<b>SC</b> South Carolina	Blue pencil only; limited reformation of overly broad territorial restrictions may be allowed, but agreements with unreasonable restrictions generally invalidated	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract	S.C.Code Ann. § 39-8-10 et seq.	3 years (SCUTSA) 3 years (breach of contract)	Not yet decided	Not yet decided, but likely no
<b>SD</b> South Dakota	Blue pencil, though disfavored	Yes	S.D. Cod. Laws §37-29-1	3 years (SDUTSA) 6 years (breach of contract)	Not yet decided	Not yet decided

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<b>TN</b> Tennessee	Yes	None	Yes	Yes	Yes, so long as the employer substantially performs the promise of employment
<b>TX</b> Texas	Yes	Tex. Bus. & Com. Code §§ 15.50-.52	Yes	Yes	No
<b>UT</b> Utah	Yes (but certain exceptions)	UT Code Ann. §§ 34-51-101-301	Likely yes	Yes	Yes
<b>VT</b> Vermont	Yes	26 V.S.A. § 281(c) (barbering and cosmetology students cannot be restrained by their school)	Not yet decided	Yes	Yes
<b>VA</b> Virginia	Yes	Yes, Va. Code Ann. § 40.1-28.7:8 (places limits on which employees can be subject to a non-compete agreement)	Yes	Yes	Yes
<b>WA</b> Washington	Yes (with limitations and exceptions)	Wash. Rev. Code §§ 49.62.005-900	Yes	Yes	No
<b>WV</b> West Virginia	Yes	W. Va. Code 47-11E-1-5 (limitations on physician non-competes)	Yes	Yes	No
<b>WI</b> Wisconsin	Yes	Wis. Stat. Ann. §103.465	Yes	Yes	Yes, if continued employment is conditioned on signing the agreement.
<b>WY</b> Wyoming	Yes	None	Not yet decided	Not yet decided	No



State	Blue penciling or reformation permissible?	Enforceable against discharged employees?	Adopted the UTSA?	Applicable statute of limitations (UTSA and breach of contract)	Adopted inevitable disclosure doctrine?	Restrictive covenants extended for violation?
<b>TN</b> Tennessee	Reformation (termed the "Rule of Reasonableness")	Yes	Tenn. Code § 47-25-1701 et seq.	3 years (trade secret act) 6 years (breach of contract)	Not yet decided	Not yet decided
<b>TX</b> Texas	Reformation	Yes	Tex. Civ. Prac. & Rem. Code Ann. §§ 134A.001 et seq.	3 years (TUTSA) 4 years (breach of contract)	Not yet decided by Texas Supreme Court, but many appellate courts have applied some form of it	No, absent an express tolling provision
<b>UT</b> Utah	Not yet decided	Yes	Utah Code Ann. §§ 13-24-1-9	3 years (UUTSA) 6 years (breach of contract)	Yes in trial courts (not yet decided by appellate courts)	Not yet decided
<b>VT</b> Vermont	Unclear	Yes	9 V.S.A. §4601	3 years (VTSA) 6 years (breach of contract)	Not yet decided	No
<b>VA</b> Virginia	No	Yes	Va. Code. Ann. §59.1-336	3 years (VUTSA) 5 years (breach of contract)	No	Yes
<b>WA</b> Washington	Blue pencil	Yes (but for laid off employees, employer must provide compensation equivalent to employee's base salary at time of termination for entire period of enforcement)	Wash. Rev. Code §§ 19.108.010-19.108.930	3 years (WUTSA) 6 years (breach of contract)	Unclear	Unclear
<b>WV</b> West Virginia	Reformation	Yes, but potentially may not be enforceable against a terminated at-will employee without cause	W. Va. Code §47-22-1	3 years (WVUTSA) 10 years (breach of contract)	Not yet decided	No
<b>WI</b> Wisconsin	Not likely	Not yet decided	Wis. Stat. §134.90	3 years (WUTSA) 6 years (breach of contract)	Not yet decided	Unclear/Undecided. Wisconsin Supreme Court declined certification of this issue but Wisconsin Court Appeals held that "employer is by no means entitled to an extension simply because there has been a breach." <i>H &amp; R Block E. Enterprises, Inc. v. Swenson</i> , 2008 WI App 3, ¶ 22, 307 Wis. 2d 390, 404, 745 N.W.2d 421, 428
<b>WY</b> Wyoming	Reformation	Yes, likely	Wyo. Stat. Ann. §§40-24-101 to 110	4 years (WUTSA) 10 years (breach of contract)	No	Unclear



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