



# 50 State Desktop Reference

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



2024-2025 Edition



# Introduction

- By Michael Wexler, Kate Perrelli, and Robert Milligan

As we navigate a rapidly evolving business and legal landscape, Seyfarth proudly presents the latest edition of our flagship publication, the 50-State Non-Compete Desktop Reference. Crafted with precision by our nationally acclaimed Trade Secrets, Computer Fraud, and Non-Competes practice group, this essential guide equips businesses with the insights needed to manage the complexities of non-compete and trade secrets law across the United States.

With potential regulatory changes on the horizon—including the FTC’s ongoing focus on non-competes and possible shifts under a future Trump administration in 2025—this reference is an indispensable tool to help businesses stay ahead. Whether adapting to new federal workforce mobility policies or aligning with evolving state laws, this guide provides the strategic clarity needed to navigate these changes confidently and maintain compliance.

We continue to see groundbreaking legal changes reshaping how businesses safeguard their competitive advantages. The intersection of shifting work models—particularly the ongoing rise of remote and hybrid arrangements—and cutting-edge technology has brought unprecedented challenges and opportunities. To help you stay ahead, our team has diligently tracked these shifts, ensuring you have the most current information to make strategic, well-informed decisions.

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Building on our expanded analysis of key trends, including the heightened scrutiny of non-compete agreements and shifting legislative frameworks, this year’s guide offers enhanced insights into compliance strategies and risk mitigation.

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In today’s innovation-driven world, protecting intellectual property, trade secrets, and valuable client relationships is more essential than ever. Seyfarth’s Trade Secrets, Computer Fraud, and Non-Competes practice group are here to guide you, offering strategic counsel, seamless transactional support, comprehensive trade secret audits, and dynamic litigation strategies to safeguard your interests.

Our commitment to client success has earned us recognition from *The Legal 500 USA*, *Chambers USA*, *IAM Patent 1000*, and *WIPR*, which consistently honors us as a leading practice. These accolades reflect our dedication to delivering tailored, forward-thinking strategies that address the evolving needs of your organization.

Stay ahead of emerging trends by exploring our widely respected Trading Secrets Blog at [www.tradesecretslaw.com](http://www.tradesecretslaw.com), where our attorneys provide real-time insights into trade secrets, non-compete law, unfair competition, and data protection. Our interactive webinars further extend this commitment to innovation, empowering you with the knowledge to navigate today’s challenges.

In an era of constant change, collaboration is key. We invite you to join our upcoming webinars and events to connect with our experienced attorneys and gain fresh perspectives on the issues shaping your business by subscribing to our Trading Secrets Blog and Trade Secrets & Non-Competes mailing list. Whether you need guidance or tailored advice, our team is ready to deliver actionable solutions.

As the landscape evolves, Seyfarth’s Trade Secrets, Computer Fraud, and Non-Competes team is proud to be your trusted partner. We value your confidence and look forward to achieving new milestones together.

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Meet the lead counsel behind Seyfarth's 50-State Non-Compete Desktop Reference. For evolving non-compete laws, consult Seyfarth's Trade Secrets, Computer Fraud, and Non-Competes Practice Group. Non-compete laws are continually evolving, and this resource is for informational purposes only. For customized legal guidance, please reach out to a member of Seyfarth's Trade Secrets, Computer Fraud, and Non-Competes Practice Group.

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## AL | Alabama

<b>Are employee non-competes allowable?</b>	Yes, except certain professionals. Restraints of two years or less are presumed to be reasonable.
<b>State statutes governing employee non-competes</b>	Ala. Code § 8-1-190 <i>et seq.</i> (General) Ala. Code of Ethics for Mediators Stnd. 11 (Mediators)
<b>Are employee non-solicitation agreements allowable?</b>	Yes, but only when the restriction prohibits the solicitation or hiring of employees who hold positions that are “uniquely essential” to the management, organization, or service of the business.
<b>Are customer non-solicitation agreements allowable?</b>	Yes, restraints of 18 months or for as long as post-separation consideration is paid for such agreement, whichever is greater, are presumed to be reasonable. Ala. Code § 8-1-190 <i>et seq.</i> (General)
<b>Continued employment sufficient consideration?</b>	Yes, but the employment relationship must exist at the time of execution; non-competes signed before the employment relationship begins are unenforceable.
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Not specifically decided, but likely yes
<b>Adopted the UTSA?</b>	Ala. Code. § 8-27-1 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	2 years (ATSA) Ala. Code § 8-27-5 (1975) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## AK | Alaska

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	None
<b>Are employee non-solicitation agreements allowable?</b>	Not yet decided, but likely yes
<b>Are customer non-solicitation agreements allowable?</b>	Not yet decided, but likely yes
<b>Continued employment sufficient consideration?</b>	Not yet decided
<b>Blue penciling or reformation permissible?</b>	Reformation; blue pencil rule rejected by Alaska Supreme Court in <i>Data Mgmt., Inc. v. Greene</i> , 757 P.2d 62, 64 (Alaska 1988)
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	Alaska Stat. § 45.50.910-945
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (ATSA) Alaska Stat. § 45.50.925 3 years Alaska Stat. § 09.10.053
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## AZ | Arizona

<b>Are employee non-competes allowable?</b>	Yes, but certain exceptions for broadcasting employees
<b>State statutes governing employee non-competes</b>	Ariz. Rev. Stat. § 23-494 (Broadcast Employees)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Blue pencil; "step-down" provisions presumably permissible ( <i>Compass Bank v. Hartley</i> , 430 F. Supp. 2d 973, 981 (D. Ariz. 2006))
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	Ariz. Rev. Stat. Ann. §§ 44-401 to 44-407
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (AUTSA) Ariz. Rev. Stat. Ann. § 44-406 6 years (written contract) Ariz. Rev. Stat. Ann. § 12-548 3 years (oral contract) Ariz. Rev. Stat. Ann. § 12-543
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided, but may apply ( <i>Bed Mart, Inc. v. Kelley</i> , 45 P.3d 1219, 1222 (Ariz. Ct. App. 2002))
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

# AR | Arkansas

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	Ark. Code Ann. § 4-75-101
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Varies based on when the agreement was signed:  Blue Pencil Only - Agreements signed pre-7/22/15 or an agreement with a person holding a professional license under Arkansas Code Title 17, Subtitle 3 (medical professions)  Reformation - Agreements signed on or after 7/22/15
<b>Enforceable against discharged employees?</b>	Not addressed since the enactment of the statute; prior cases suggest restrictive covenants are not enforceable if an employer terminates an employee without cause.
<b>Adopted the UTSA?</b>	Ark. Stat. Ann. § 4-75-601 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (ATSA)  Arkansas Code § 4-75-603  3 years for oral contract  Ark. Stat. Ann. § 16-56-105)  5 years for a written contract  Ark. Stat. Ann. § 16-56-111
<b>Adopted inevitable disclosure doctrine?</b>	Yes, with limitations  <i>Cardinal Freight Carriers, Inc. v. J.B. Hunt Transport Services, Inc.</i> , 987 S.W.2d 642 (Ark. 1999)
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No



## CA | California

<b>Are employee non-competes allowable?</b>	No, with narrow exceptions
<b>State statutes governing employee non-competes</b>	<p>Cal. Bus. &amp; Prof. Code §§ 16600-16600.5 (making the inclusion of non-compete clauses in employment contracts an unlawful restraint on trade and voiding any contract, regardless of where or when it was signed, that restrains a person from engaging in a lawful profession, trade, or business - effective January 1, 2024)</p> <p>Exceptions:</p> <p>Cal. Bus. &amp; Prof. Code § 16601 (sale of goodwill or sale of business)</p> <p>Cal. Bus. &amp; Prof. Code § 16602 (dissolution of a partnership or dissociation of partner from a partnership)</p> <p>Cal. Bus. &amp; Prof. Code § 16602.5 (dissolution or termination of limited liability company)</p>
<b>Are employee non-solicitation agreements allowable?</b>	Generally no, with some exceptions, but a seller of a business can agree with the 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. However, the effect of Cal. Bus. & Prof. Code § 16600.5 (rendering unenforceable any contract that is void under § 16600) remains unclear as of now
<b>Are customer non-solicitation agreements allowable?</b>	Generally no, but there may be a trade secret exception. However, the effect of Cal. Bus. & Prof. Code § 16600.5 (rendering unenforceable any contract that is void under § 16600) remains unclear as of now
<b>Continued employment sufficient consideration?</b>	Likely no
<b>Blue penciling or reformation permissible?</b>	Typically no, in the employment context; a blue pencil with respect to sale of a business exception, though limited in scope
<b>Enforceable against discharged employees?</b>	No
<b>Adopted the UTSA?</b>	Cal. Civ. Code § 3426.1-3426.11
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	<p>3 years (CUTSA)</p> <p>Cal. Civ. Code § 3426.6</p> <p>4 years (written contract)</p> <p>Cal. Civ. Proc. Code § 337</p> <p>2 years (oral contract)</p> <p>Cal. Civ. Proc. Code § 339</p>
<b>Adopted inevitable disclosure doctrine?</b>	No

<b>Restrictive covenants extended for violation?</b>	Likely no
<b>Penalties for violation of restrictive covenant statute?</b>	<p>Yes, though the full scope of penalties is currently unclear. At a minimum, employees, former employees, and prospective employees may be entitled to injunctive relief, actual damages, and recovery of attorney's fees and costs for violations of Cal. Bus. &amp; Prof. Code §§ 16600 and 16600.1 (ban on non-compete agreements and unlawful restraints on trade)</p> <p>Note that contracts voided under Cal. Bus. &amp; Prof. Code §§ 16600 and 16600.1 could potentially be invalidated in their entirety, though this remains unclear as an application is unproven</p> <p>Cal. Bus. &amp; Prof. Code § 16600.5</p> <p>Injunctive relief and fees may be recovered for requiring a California employee to sign an employment contract requiring that the employee adjudicate California claims outside of California, with limited exceptions</p> <p>Cal. Lab. Code § 925</p>
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	<p>Yes, employers must notify current employees whose contracts include a noncompete clause that does not fall into one of the above exceptions, and former employees employed after January 1, 2022, who were required to enter a noncompete agreement that does not fall into one of the above exceptions, that the noncompete clause or noncompete agreement is void (originally required by February 14, 2024)</p> <p>Cal. Bus. &amp; Prof. Code § 16600.1</p>
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	<p>Yes, employment contracts are generally prohibited from requiring California employees to adjudicate claims arising in California outside of California</p> <p>Cite: Cal. Lab. Code § 925</p>

## CO | Colorado

<b>Are employee non-competes allowable?</b>	Yes, but only in limited circumstances, including for highly compensated employees (currently \$123,750) and certain professionals, the protection of trade secrets, and the sale of a business
<b>State statutes governing employee non-competes</b>	Colo. Rev. Stat. § 8-2-113 (Highly Compensated Workers & Physicians)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, for employees earning \$74,250 (currently)
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Blue pencil (discretionary)
<b>Enforceable against discharged employees?</b>	Not yet decided, but the employer may not be able to enforce an otherwise enforceable restrictive covenants if it breaches the employment agreement ( <i>Zuni Payments, LLC v. Kosarek</i> , No. 22CA1249 (Colo. Ct. App. 2023))
<b>Adopted the UTSA?</b>	Col. Rev. Stat. §7-74-101
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (CUTSA) Col. Rev. Stat. § 7-74-107 3 years Col. Rev. Stat. § 13-80-101
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	Class 2 misdemeanor punishable by up to 120 days in jail and/or a fine of up to \$750, plus civil damages of \$5,000 per worker harmed by a violation  Colo. Rev. Stat. § 8-2-113
<b>Wage thresholds for restrictive covenants?</b>	Employees: currently \$123,750/year (adjusted annually for inflation) for non-compete [for 2025, \$127,091/year], \$74,250/year (adjusted annually for inflation) for non-solicit [for 2025, \$76,254.60/year]
<b>Notice requirements for use of restrictive covenant?</b>	For prospective workers, employers must provide notice before the worker accepts an offer of employment  For current workers, employers must provide notice at least two weeks before the earlier of

	<p>1. the effective date of the restrictive covenant or</p> <p>2. the effective date of the additional consideration to be provided</p>
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	<p>Non-compete agreements entered into after August 10, 2022: Yes</p> <p>Non-compete agreements entered into before August 10, 2022: No (unless enforcement is contrary to public policy)</p> <p>Colo. Rev. Stat. § 8-2-113</p>

## CT | Connecticut

<b>Are employee non-competes allowable?</b>	Yes, except certain professionals
<b>State statutes governing employee non-competes</b>	<p>Conn. Gen. Stat. Ann. § 20-14p (Physicians)</p> <p>Conn. Gen. Stat. Ann. § 20-101d (Advanced Practice Registered Nurses)</p> <p>Conn. Gen. Stat. Ann. § 20-12k (Physician Assistants)</p> <p>Conn. Gen. Stat. § 20-681 (Homemaker, Companion, and Home Health Services)</p> <p>Conn. Gen. Stat. § 31-50a (Security Guards)</p> <p>Conn. Gen. Stat. § 31-50b (Broadcast Industry)</p>
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	A promise of indefinite, continued employment for an at-will employee is adequate consideration, but the Connecticut Supreme Court has suggested that this is a fact-dependent inquiry.
<b>Blue penciling or reformation permissible?</b>	Blue pencil, although some cases suggest judicial modification is appropriate
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Conn. Gen. Stat. § 35-50
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	<p>3 years (CTSA)</p> <p>6 years</p>
<b>Adopted inevitable disclosure doctrine?</b>	Yes
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## DE | Delaware

<b>Are employee non-competes allowable?</b>	Yes, except certain professionals
<b>State statutes governing employee non-competes</b>	Del. Code Ann. tit. 6, § 2707 (Physicians)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation, although several recent Chancery Court decisions suggest that courts may refuse to modify overbroad agreements, particularly if overbreadth is egregious
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Del. Code Ann. tit. 6 § 2001
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (DTSA) 3 years
<b>Adopted inevitable disclosure doctrine?</b>	Yes
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## DC | District of Columbia

<b>Are employee non-competes allowable?</b>	Yes, but only for “highly compensated employees” (currently \$257,000 for medical specialists and \$154,200 for most other employees) and assuming compliance with statutory notice requirements.
<b>State statutes governing employee non-competes</b>	D.C. Code § 32-581.02 (General Prohibition) D.C. Code §§ 32-581.01 (Highly Compensated Employees)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Likely, yes, if employment continued for sufficient duration
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	No
<b>Adopted the UTSA?</b>	D.C. Code § 36-401
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (DCUTSA) 3 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	Yes
<b>Wage thresholds for restrictive covenants?</b>	Yes, non-competes are only permitted for individuals making more than \$154,200 annually or \$257,000 or more for medical specialists; the threshold is adjusted annually based on the Consumer Price Index for all Urban Consumers in the Washington Metro. Area. See D.C. Code § 32-581.01(13)(B) ( <a href="https://code.dccouncil.gov/us/dc/council/code/sections/32-581.01">https://code.dccouncil.gov/us/dc/council/code/sections/32-581.01</a> ); Office of Wage-Hour Compliance ( <a href="https://does.dc.gov/service/office-wage-hour-compliance-0#:~:text=The%20District%20of%20Columbia%20bans,specialists%20earning%20%24257%2C000%20or%20less.">https://does.dc.gov/service/office-wage-hour-compliance-0#:~:text=The%20District%20of%20Columbia%20bans,specialists%20earning%20%24257%2C000%20or%20less.</a> ).
<b>Notice requirements for use of restrictive covenant?</b>	Yes, at least 14 days before the start of employment or the required date for execution of the agreement, and must provide the employee with the following specific notice language advising the employee of the law and its limitations:  "The District's Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete

	<p>Agreements Amendment Act of 2020, under certain conditions. [Name of employer] has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES)"</p> <p>D.C. Code § 32-581.03(a)(2)</p> <p>An employer with a workplace policy that includes one or more of the exceptions to the definition of non-compete provision must provide a written copy of the provisions to an employee:</p> <ol style="list-style-type: none"> <li>1. Within 30 days after the employee's acceptance of employment with the employer</li> <li>2. Any time such policy changes.</li> </ol>
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No



## FL | Florida

<b>Are employee non-competes allowable?</b>	Yes, except certain professionals
<b>State statutes governing employee non-competes</b>	Fla. Stat. § 542.335 ( (General) Fla. Stat. § 542.336 (Physicians) Fl. St. Mediator R. 10.680 (Mediators)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, with limitations.
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Courts are required to reform overbroad covenants
<b>Enforceable against discharged employees?</b>	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract
<b>Adopted the UTSA?</b>	Fla. Stat. § 688.001 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (FUTSA) Cite: Fla. Stat. § 688.007 <i>et seq.</i> 5 years Cite: Fla. Stat. § 95.11
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## GA | Georgia

<b>Are employee non-competes allowable?</b>	Yes, but ability to enforce restriction varies based on when the agreement was signed; on or after 5/11/11 is much easier to enforce
<b>State statutes governing employee non-competes</b>	O.C.G.A.. § 13- 8-50 <i>et seq.</i>
<b>Are employee non-solicitation agreements allowable?</b>	Yes.
<b>Are customer non-solicitation agreements allowable?</b>	Yes, but the ability to enforce restriction varies based on when the agreement was signed; on or after 5/11/11 is much easier to enforce
<b>Continued employment sufficient consideration?</b>	Yes (for all periods)
<b>Blue penciling or reformation permissible?</b>	Varies based on when the agreement was signed  Pre-11/3/10 - No Blue pencil or reformation  Blue Pencil - Agreements entered into on or after 5/11/11  O.C.G.A. § 13-8-54 (2023)
<b>Enforceable against discharged employees?</b>	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
<b>Adopted the UTSA?</b>	O.C.G.A. § 10- 1-760 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	5 years (GUTSA)  6 years  O.C.G.A. § 9-3-24 (2020)
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	No, absent an express tolling provision (and only in limited circumstances with an expressed tolling provision)
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No for covenants executed after May 11, 2011  Georgia will invalidate forum-selection and choice of law provisions for covenants executed before May 11, 2011  The Georgia Supreme Court clarified that Georgia law should be used to determine whether a restrictive covenant contractually governed by a foreign choice-of-law provision violates Georgia's public policy. <i>Motorsports of Conyers, LLC et al v. Burbach</i> , 317 Ga. 206 (2023)

## HI | Hawaii

<b>Are employee non-competes allowable?</b>	Yes, but certain exceptions
<b>State statutes governing employee non-competes</b>	Haw. Rev. Stat. § 480-4(d) (Information Technology Businesses)
<b>Are employee non-solicitation agreements allowable?</b>	Yes, except for employees in the information technology sector
<b>Are customer non-solicitation agreements allowable?</b>	Likely yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Unclear
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	Haw. Rev. Stat. §§ 482B-1 to 482B-9
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (HUTSA) 6 years Haw. Rev. Stat. § 657-1
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## ID | Idaho

<b>Are employee non-competes allowable?</b>	Non-compete agreements are allowable as to "key employees" and "key independent contractors"
<b>State statutes governing employee non-competes</b>	Idaho Code §§ 44-2701 to 2704
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes, but a post-employment restriction is limited to 18 months unless supported by additional consideration beyond employment or continued employment  Idaho Code § 44-2704
<b>Blue penciling or reformation permissible?</b>	Both are permissible, but there are no reported cases of courts making these modifications
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Idaho Code §§ 48-801 to 807
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (ITSA)  Idaho Code § 48-805  5 years (written contract)  Idaho Code § 5-216  4 years (oral contract)  Idaho Code § 5-217  4 years (breach of sale)  Idaho Code § 28-2-725
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Not yet decided, but likely no

## IL | Illinois

<p><b>Are employee non-competes allowable?</b></p>	<p>Yes, subject to income-based restrictions and for certain professionals. The statute, 820 ILCS 90/1 <i>et seq.</i>, prohibits non-compete and non-solicits below certain income levels, requires certain notice language, and requires 2 years of continued employment for enforceability absent additional consideration.</p>
<p><b>State statutes governing employee non-competes</b></p>	<p>820 ILCS 90/10 (Non-competes with employees earning \$75,000 or less and employees terminated, furloughed, or laid off due to business circumstances or governmental orders with some exceptions)</p> <p>820 ILCS 90/10(d) (Individuals covered by collective bargaining agreements under the Illinois Public Labor Relations Act or Illinois Educational Labor Relations Act, and construction workers (with some exceptions); makes non-competes with such individuals void and illegal)</p> <p>820 ILCS 17/10(a) (Broadcaster Industry Employees)</p> <p>225 ILCS 510/14(g) (Nurses and Certified Nurse Aides)</p> <p>820 ILCS 90/10(e) (effective 1/1/25) (Non-compete provisions entered into after January 1, 2025 are unenforceable if the provision is likely to result in an increase in cost or difficulty for any veteran or first responder seeking mental health services from a mental health professional licensed in Illinois)</p>
<p><b>Are employee non-solicitation agreements allowable?</b></p>	<p>Yes, subject to income-based restrictions; the offer of employment alone is no longer adequate consideration.</p> <p>Effective January 1, 2025, non-solicitation agreements with a person employed in construction are void and illegal. See 820 ILCS 90/10(e) (eff. 1/1/25)</p> <p>Effective January 1, 2025, non-solicitation agreements entered into after January 1, 2025, are unenforceable if they are likely to result in an increase in cost or difficulty for any veteran or first responder seeking mental health services from a mental health professional licensed in IL. See 820 ILCS 90/10(e) (eff. 1/1/25)</p>
<p><b>Are customer non-solicitation agreements allowable?</b></p>	<p>Yes, subject to income-based restrictions; the offer of employment alone is no longer adequate consideration.</p> <p>Effective January 1, 2025, non-solicitation agreements entered into after January 1, 2025, are unenforceable if it is likely to result in an increase in cost or difficulty for any veteran or first responder seeking mental health services from a mental health professional licensed in IL. See 820 ILCS 90/10(e) (eff. 1/1/25)</p>

<b>Continued employment sufficient consideration?</b>	<p>Neither continued nor initial offer of employment alone is sufficient consideration for restriction on its own.</p> <p>Adequate consideration means (1) the employee worked for the employer for at least 2 years after the employee signed an agreement containing a covenant not to compete or a covenant not to solicit OR (2) the employer otherwise provided consideration adequate to support an agreement to not compete or to not solicit, which consideration can consist of a period of employment plus additional professional or financial benefits or merely professional or financial benefits adequate by themselves.</p> <p>820 ILCS 90/5</p>
<b>Blue penciling or reformation permissible?</b>	<p>Reformation is permitted but the statute cautions against "extensive" modification of restrictions.</p> <p>820 ILCS 90/35</p>
<b>Enforceable against discharged employees?</b>	<p>No, if without cause</p> <p>Yes, with cause (with some exceptions for COVID-related furlough)</p>
<b>Adopted the UTSA?</b>	765 ILCS 1065/1 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	<p>5 years (ITSA)</p> <p>10 years</p>
<b>Adopted inevitable disclosure doctrine?</b>	Yes, however generally disfavored.
<b>Restrictive covenants extended for violation?</b>	Generally, no
<b>Penalties for violation of restrictive covenant statute?</b>	<p>Automatic fee-shifting if the employee prevails in a suit to enforce restrictive covenants, attorney general enforcement for "pattern and practice" of unenforceable agreements</p> <p>820 ILCS 90/25; 820 ILCS 90/30</p>
<b>Wage thresholds for restrictive covenants?</b>	Currently \$75,000 for non-competes and \$45,000 for non-solicits, set to increase every 5 years. The next increase will be in 2027
<b>Notice requirements for use of restrictive covenant?</b>	14 days prior to start of employment or effective date, and employee must be advised in writing to consult with an attorney regarding restrictions
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## IN | Indiana

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	Ind. Code § 25-22.5-5.5 (addressing requirements for physician non-competition agreements)
<b>Are employee non-solicitation agreements allowable?</b>	Yes, but limited to employees with competitively-valuable information or other protectable interest
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Blue pencil, but only to be used to excise overbroad language. Cannot be used to insert new terms, and excised language must be grammatically distinct
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Ind. Code § 24-2-3-1
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (IUTSA) 10 years
<b>Adopted inevitable disclosure doctrine?</b>	Generally, no
<b>Restrictive covenants extended for violation?</b>	Yes, where contract permits extension
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## IA | Iowa

<b>Are employee non-competes allowable?</b>	Yes, but exceptions for health care and mental health professionals.
<b>State statutes governing employee non-competes</b>	Iowa Code §§ 135Q.1 <i>et seq.</i> (Healthcare Employment Agency Workers)  Iowa Code § 147.164 (Mental Health Professionals)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	No, if without cause  Yes, with cause
<b>Adopted the UTSA?</b>	Iowa Code Ann. §§ 550.1 to 550.8
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (IUTSA)  10 years
<b>Adopted inevitable disclosure doctrine?</b>	Not expressly adopted, but likely yes
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No



## KS | Kansas

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	None
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	No reported Kansas case or statute but likely, yes
<b>Adopted the UTSA?</b>	Kan. Stat. Ann. § 60-3320
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (KUTSA) 5 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided but likely, yes
<b>Restrictive covenants extended for violation?</b>	Yes, where the contract permits an extension
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## KY | Kentucky

<b>Are employee non-competes allowable?</b>	Yes, except certain professionals
<b>State statutes governing employee non-competes</b>	Ky. Rev. Stat. § 216.724 (Healthcare Employment Agency Workers)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	No <i>Charles T. Creech, Inc. v. Brown</i> , 433 S.W.3d 345 (Ky. 2014)
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable
<b>Adopted the UTSA?</b>	Ky. Rev. Stat. Ann. § 365.880 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	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)
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	Not applicable
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Generally no, as long as the provision is reasonable and does not violate Kentucky public policy

## LA | Louisiana

<b>Are employee non-competes allowable?</b>	Yes, if limited to specified parishes or municipalities; the employer-employee relationship must exist at the time the agreement is executed.
<b>State statutes governing employee non-competes</b>	La. Stat. Ann. § 23:921 (General) La. Stat. Ann. § 23:921(I) (Automobile Salespeople) La. Stat. Ann. § 37:1448.1 (Real Estate Brokers) S.B. 165 (codified at La. Stat. Ann. 23:921(M), (N), and (O), (Primary Care Physicians & Other Physicians, effective 1/1/25)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, if limited to specified parishes or municipalities
<b>Continued employment sufficient consideration?</b>	For agreements entered into on or after September 3, 1989, yes For agreements entered into prior to September 3, 1989, generally no
<b>Blue penciling or reformation permissible?</b>	Blue pencil only; the agreement must contain a severability clause
<b>Enforceable against discharged employees?</b>	Yes, likely.
<b>Adopted the UTSA?</b>	La. Stat. Ann. § 51:1431 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (LUTSA) 10 years (La. C.C. Art. 3499)
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided, though the federal district court interpreting Louisiana law concluded it would violate Louisiana public policy
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Yes, choice of law and forum selection clauses are void unless expressly, knowingly, and voluntarily agreed to and ratified by the employee after the occurrence of the incident which is the subject of a civil or administrative action

## ME | Maine

<b>Are employee non-competes allowable?</b>	Yes, with exceptions for certain professionals and those earning wages at or below 400% of the federal poverty level. Also, non-competes cannot be enforced unless employee is employed at least one year or until 6 months after signing agreement, whichever is longer.
<b>State statutes governing employee non-competes</b>	Me. Stat. tit. 26, § 599-A (General statute - for agreements entered into or renewed on or after September 18, 2019)  Me Stat. tit. 26, § 599 (Broadcast Industry)  Me. Stat. tit. 26, § 599-A(3)(B) (Veterinarians, effective 10/25/23)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes, if within income guidelines
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Likely yes, if within income guidelines and if employee was employed at least one year or six months after signing the agreement, whichever is longer
<b>Adopted the UTSA?</b>	Me. Stat. tit. 10, § 1541 et seq
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	4 years (MUTSA)  6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	Yes, fine if not less than \$5,000 imposed if employer fails to comply with wage threshold or notice requirement.
<b>Wage thresholds for restrictive covenants?</b>	Yes, employer may not require or permit an employee earning wages at or below 400% of the federal poverty level ( <a href="https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines">https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines</a> ), currently \$60,240 in 2024, to enter into a non-compete agreement.
<b>Notice requirements for use of restrictive covenant?</b>	Yes, an employer must provide a prospective employee notice of noncompete at least 3 business days before the deadline to sign the agreement
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## MD | Maryland

<b>Are employee non-competes allowable?</b>	<p>Yes, subject to certain wage thresholds and exclusions for certain positions. Employers may not enforce non-competes against</p> <ul style="list-style-type: none"> <li>Workers earning equal to or less than 150% of the state minimum wage</li> <li>Workers in positions that require the employee to be licensed under the Health Occupation article, who provide direct patient care, and who earn equal to or less than \$350,000 in total annual compensation (for agreements entered into on or after July 1, 2024)</li> <li>An employee licensed as a veterinary practitioner or veterinary technician (for agreements entered into on or after July 1, 2024).</li> </ul>
<b>State statutes governing employee non-competes</b>	Md. Code Ann., Lab. & Empl. § 3-716
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Blue pencil
<b>Enforceable against discharged employees?</b>	Generally, no
<b>Adopted the UTSA?</b>	Md. Code Ann., Com. Law §11- 1201
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (MUTSA) 3 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	Non-competes are prohibited for employees earning less than 150% of the state minimum wage rate under Md. Code Ann., Lab. & Empl. § 3-413, which is currently \$22.50).
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## MA | Massachusetts

<b>Are employee non-competes allowable?</b>	Yes for agreements made on or after October 1, 2018, with exceptions for certain professional industries, nonexempt employees, students, employees terminated without cause or laid off, and employees aged 18 or younger. There is no statute of general applicability for agreements dated prior to October 1, 2018; agreements entered into prior to that date are governed by common law.
<b>State statutes governing employee non-competes</b>	<p>Mass. Gen. Laws ch. 149, § 24L (General statute governing agreements dated on or after 10/1/18, addressing exclusions for agreements with nonexempt employees, students, employees terminated without cause, and minors)</p> <p>Mass. Gen. Laws ch. 112, § 74D (Nurses)</p> <p>Mass. Gen. Laws ch. 112, § 12X (Physicians)</p> <p>Mass. Gen. Laws ch. 112, § 129B (Psychologists)</p> <p>Mass. Gen. Laws ch. 112, § 135C (Social Workers)</p> <p>Mass. Gen. Laws ch. 149, § 186 (Broadcast Industry)</p>
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	<p>For agreements dated before October 1, 2018 - Yes</p> <p>For agreements dated on or after October 1, 2018 - No</p>
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	<p>For agreements dated before October 1, 2018 - Yes</p> <p>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 business day revocation period.</p>
<b>Adopted the UTSA?</b>	Mass. Gen. Laws ch. 93, §§ 42 to 42G
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	<p>3 years (Mass. Gen. Laws ch. 260, § 2A and Mass. Gen. Laws ch. 93, § 42E)</p> <p>6 years</p>
<b>Adopted inevitable disclosure doctrine?</b>	Mixed case law
<b>Restrictive covenants extended for violation?</b>	<p>For agreements dated before October 1, 2018: Generally, no, absent contractual tolling provision; yes with contractual provision</p> <p>For agreements dated on or after October 1, 2018: Extension of non-</p>

	<p>compete 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 for non-competes if restricted period would exceed one year</p>
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	Yes for non-competes dated on or after 10/1/18: such non-competes only permitted for employees who are exempt under the FLSA
<b>Notice requirements for use of restrictive covenant?</b>	<p>For non-competes dated before October 1, 2018 and other restrictive covenants - No</p> <p>For non-compete agreements dated on or after October 1, 2018 - Yes. New employees must receive a copy of a non-compete by the earlier of a formal offer of employment or 10 business days before the commencement of the employment. Existing employees must receive notice of the agreement at least 10 business days before the non-compete' s effective date.</p>
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	<p>For non-compete agreements dated before October 1, 2018, and other restrictive covenants - No</p> <p>For non-compete agreements dated on or after October 1, 2018 - Yes. Non-competes for employees who live or work in Massachusetts for at least 30 days immediately before their employment ends cannot be governed by a choice of law that would avoid the protections of Massachusetts law. Likewise, the forum for suits under the Massachusetts statute must be brought in the county where the employee resides, or in Suffolk County if both parties agree (although some federal cases suggest that federal courts may not enforce the forum selection clause requirement).</p>

## MI | Michigan

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	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, <i>et seq.</i> (repealed)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Mich. Comp. Laws. §§ 445.1901 to 445.1910
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (MUTSA)  6 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No



## MN | Minnesota

<b>Are employee non-competes allowable?</b>	No (for agreements dated July 1, 2024 or after), except in the context of the sale or dissolution of a business.
<b>State statutes governing employee non-competes</b>	Minn. Stat. § 181.988
<b>Are employee non-solicitation agreements allowable?</b>	<p>Effective July 1, 2024, "service providers" are prohibited from restricting, restraining, or prohibiting a customer from directly or indirectly soliciting or hiring their employee. "Service providers" are any partnership, association, corporation, business, trust, or group of people acting directly or indirectly as an employer or manager for work contracted or requested by a customer. "Employee" is defined as including independent contractors, but excludes certain software developers and related services. Employers with existing contracts that violate the law must provide a notice to employees that the provision is void and unenforceable. Minn. Stat. § 181.9881, Subd. 1-2.</p> <p>Does not apply to workers providing professional business consulting for computer software development and related services who are seeking employment through a service provider with the knowledge and intention of being considered for a permanent position of employment with the customer as their employer at a later date. Minn. Stat. § 181.9881, Subd. 3.</p>
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Only if bargained for and provides employee real advantages pre-July 1, 2023.
<b>Blue penciling or reformation permissible?</b>	Reformation (though referred to as "blue-pencil doctrine")
<b>Enforceable against discharged employees?</b>	Yes. Note, however, effective July 1, 2024, employee solicitation provisions are void and unenforceable
<b>Adopted the UTSA?</b>	Minn. Stat. §§ 325C.01 to 325C.08
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (MUTSA) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not explicitly adopted but likely yes
<b>Restrictive covenants extended for violation?</b>	Yes, very rarely
<b>Penalties for violation of restrictive covenant statute?</b>	Yes, employee may be awarded reasonable attorney's fees for enforcing rights under the statute.
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No, but see Question 2 regarding the notice requirement specific to

	agreements that include an employee solicitation provision.
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Yes

## MS | Mississippi

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	None
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes (though questioned if employee terminated shortly after)
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable
<b>Adopted the UTSA?</b>	Miss. Code Ann. § 75- 26-1 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (MUTSA) 3 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	No, absent an express tolling provision
<b>Penalties for violation of restrictive covenant statute?</b>	Not applicable
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## MO | Missouri

<b>Are employee non-competes allowable?</b>	Yes, with exceptions for employees who only provide secretarial or clerical services.
<b>State statutes governing employee non-competes</b>	Mo. Rev. Stat. § 431.204 (General; governs restrictive covenants between business entities and former owners - effective 8/28/23) Mo. Rev. Stat. § 431.202 (Secretarial or Clerical Services)
<b>Are employee non-solicitation agreements allowable?</b>	Yes, employee non-solicits are presumed enforceable if 2 years or less.
<b>Are customer non-solicitation agreements allowable?</b>	Yes, customer non-solicits are presumed enforceable if 5 years or less
<b>Continued employment sufficient consideration?</b>	Yes, if combined with something else (such as access to confidential information)
<b>Blue penciling or reformation permissible?</b>	Reformation. Courts are expressly authorized to reform overbroad restraints.
<b>Enforceable against discharged employees?</b>	Yes, but the circumstances surrounding the discharge may be a factor in deciding whether the restrictive covenants are enforceable
<b>Adopted the UTSA?</b>	Mo. Rev. Stat. §§ 417.450 to 417.467
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	5 years (MUTSA) 5 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided, but likely yes
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No, only unenforceable if "unfair or unreasonable"

## MT | Montana

<b>Are employee non-competes allowable?</b>	Yes, unless it fully restrains an employee from exercising a lawful profession, trade, or business of any kind. Additionally, there are exceptions for certain health care providers such as psychiatrists, psychologists, social workers, professional counselors, addition counselors, marriage and family therapists, and behavioral health peer support specialists
<b>State statutes governing employee non-competes</b>	Mont. Code Ann. § 28-2-703 (General) Mont. Code Ann. § 28-2-704 (Sale of Goodwill of Business) Mont. Code Ann. § 28-2-705 (Dissolution of Partnership) Mont. Code Ann. § 28-2-724 (Health Care Providers; effective 5/8/23)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Exceptions for certain health care providers such as psychiatrists, psychologists, social workers, professional counselors, addition counselors, marriage and family therapists, and behavioral health peer support specialists (same exceptions as with employee non-competes) Mont. Code Ann. § 28-2-724 (Health Care Providers; effective 5/8/23)
<b>Continued employment sufficient consideration?</b>	No, though if the employee enters into the non-compete agreement when hired, consideration exists. But non-compete agreements signed after the hire date require additional and independent consideration <i>Access Organics, Inc. v. Hernandez</i> , 175 P.3d 899, 903 (Mont. 2008).
<b>Blue penciling or reformation permissible?</b>	Blue pencil, likely
<b>Enforceable against discharged employees?</b>	No, though an employer may enforce a non-compete agreement against a discharged employee if the employer establishes a legitimate business interest in enforcing the covenant. <i>Wrigg v. Junkermier, Clark, Campanella, Stevens, P.C.</i> , 265 P.3d 646, 652 (Mont. 2011)
<b>Adopted the UTSA?</b>	Mont. Code Ann. §§ 30-14- 401 to 409
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (MUTSA) 8 years (written) (Mont. Code Ann. § 27-2-202(1)) 5 years (oral) (Mont. Code Ann. § 27-2-202(2))
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No

<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Not yet decided, but likely no

## NE | Nebraska

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	None
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	No
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	Neb. Rev. Stat. §§ 87-501 to 87-507
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	4 years (NTSA) 5 years (Neb. Rev. Stat. § 87-506)
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided at the state level, but recognized by federal courts applying Nebraska law
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	Not applicable
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## NV | Nevada

<b>Are employee non-competes allowable?</b>	Yes, except as to hourly employees
<b>State statutes governing employee non-competes</b>	Nev. Rev. Stat. §§ 613.195-200
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, with some exceptions for customer choice
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Likely yes, but if an employee is terminated due to a reduction of force, reorganization, or similar restructuring, a non-competition agreement is only enforceable during the time when the employer is paying the salary, benefits, compensation, or severance to the employee  Nev. Rev. Stat. § 613.195(5)
<b>Adopted the UTSA?</b>	Nev. Rev. Stat. §§ 600A.010-600A.100
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (NUTSA)  6 years (written) (Nev. Rev. Stat. § 11.190 (1))  4 years (oral) (Nev. Rev. Stat. § 11.190 (2))
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	Yes, attorneys' fees if violated statutory limitations
<b>Wage thresholds for restrictive covenants?</b>	Yes, non-competes prohibited for employees paid solely on hourly wage basis
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No



## NH | New Hampshire

<b>Are employee non-competes allowable?</b>	Yes, except for low-wage employees (employees who earn an hourly rate less than or equal to 200% of the federal minimum wage or tipped minimum wage, whichever applies) and some professionals.
<b>State statutes governing employee non-competes</b>	N.H. Rev. Stat. Ann. § 275:70 (Notice requirement) N.H. Rev. Stat. Ann. § 275:70-a (Low-wage employees prohibited) N.H. Rev. Stat. Ann. § 315:18 (Podiatrists) N.H. Rev. Stat. Ann. § 326-B:45-a: (Nurses) N.H. Rev. Stat. Ann. § 329:31-a (Physicians)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	N.H. Rev. Stat. Ann. § 350-B:1
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (NHUTSA) 3 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	Yes, non-competes are not permitted when an employee earns less than 200% of the federal minimum wage (or who earn less than the tipped minimum wage, if applicable). (200% of the current federal minimum wage is currently \$14.50 per hour.)
<b>Notice requirements for use of restrictive covenant?</b>	Yes -- non-competes are unenforceable against newly hired employees unless the employer provides a copy of the agreement prior to the employee's acceptance of an offer of employment.
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## NJ | New Jersey

<b>Are employee non-competes allowable?</b>	Yes, except for certain professionals
<b>State statutes governing employee non-competes</b>	N.J. Stat. Ann. § 13:42-10.16 (Psychologist) N.J. Stat. Ann. § 34:11-71 (Certain Domestic Workers) (effective July 1, 2024)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation (although courts sometimes refer to this as "blue pencil")
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	N.J. Stat. Ann. § 56:15-1, <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (NJUTSA) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	Yes
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## NM | New Mexico

<b>Are employee non-competes allowable?</b>	Yes, except certain professionals: healthcare practitioners executing non-compete agreement after July 1, 2015
<b>State statutes governing employee non-competes</b>	N.M. Stat. Ann. §§ 24-11-1 to 5 (Health Care Practitioners)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Likely yes
<b>Blue penciling or reformation permissible?</b>	Generally no, but with exceptions (such as if contract terms specifically allow for reformation)
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	N.M. Stat. Ann. §§ 57-3A-1 to 7
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (NMUTSA) 6 years (written contract) (N.M. Stat. Ann. § 37-1-3) 4 years (oral contract) (N.M. Stat. Ann. § 37-1-4)
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No, but certain exceptions for health care practitioners

## NY | New York

<b>Are employee non-competes allowable?</b>	Yes, except for certain industries.
<b>State statutes governing employee non-competes</b>	N.Y. Lab. Law § 202-k (Broadcast Employees) FINRA Rs. 2140 and 11870 (Financial Industry Employees)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation (although courts sometimes refer to this as "blue pencil")
<b>Enforceable against discharged employees?</b>	Yes, but only with cause
<b>Adopted the UTSA?</b>	No
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (tort) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	More likely to be accepted in federal than state court
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## NC | North Carolina

<b>Are employee non-competes allowable?</b>	Yes, with some exceptions for professionals.  The agreement must be part of the employee's contract.
<b>State statutes governing employee non-competes</b>	N.C. Gen. Stat. § 75-1 <i>et seq.</i>  21 N.C. Admin. Code 29.0502 (Locksmiths)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	No, if continued at-will employment; continued employment for a term may be sufficient
<b>Blue penciling or reformation permissible?</b>	Blue pencil only
<b>Enforceable against discharged employees?</b>	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract. Also, courts will not enforce non-competes that restrict a health care professional that if enforced, would create the risk of substantial harm to the public.
<b>Adopted the UTSA?</b>	N.C. Gen. Stat. § 66-152 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (NCTSPA)  3 years  G.S. 1-52
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided, though some decisions suggest it may be available
<b>Restrictive covenants extended for violation?</b>	No, unless the agreement contains a tolling provision
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No, unless the law chosen is contrary to North Carolina's public policy.

## ND | North Dakota

<b>Are employee non-competes allowable?</b>	No; only in connection with the sale or dissolution of a business
<b>State statutes governing employee non-competes</b>	N.D. Cent. Code § 9-08-06
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	No, only in connection with the sale or dissolution of a business
<b>Continued employment sufficient consideration?</b>	No for non-compete and non-solicit, but yes with respect to non-disclosure agreements
<b>Blue penciling or reformation permissible?</b>	Not applicable
<b>Enforceable against discharged employees?</b>	Not applicable
<b>Adopted the UTSA?</b>	N.D. Cent. Code § 47-25.1-01
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (NDUTSA) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Not generally
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Not by statute, but N.D. Supreme Court authority suggests laws of other states permitting non-compete enforcement is against fundamental policy of North Dakota

## OH | Ohio

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	Ohio Rev. Code Ann. § 1331 (Unreasonably restrains trade)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes, but weighs against injunctive relief
<b>Adopted the UTSA?</b>	Ohio Rev. Code Ann. § 1333.61
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	4 years (OUTSA) 6 years (Ohio Rev. Code Ann. § 2305.06)
<b>Adopted inevitable disclosure doctrine?</b>	Yes, although generally only applied if non-compete agreement also present
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## OK | Oklahoma

<b>Are employee non-competes allowable?</b>	No
<b>State statutes governing employee non-competes</b>	Okla. Stat. tit. 15, §§ 217 to 219B
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, if limited to direct solicitation of established customers Okla. Stat. tit. 15, §§ 219A - 219B
<b>Continued employment sufficient consideration?</b>	Not yet decided
<b>Blue penciling or reformation permissible?</b>	Reformation, but court cannot supply material contract terms or add terms not already in the agreement
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	Okla. Stat. tit. 78, § 85 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (OUTSA) 5 years 12 OK Stat § 95 (2023)
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Not yet decided, but likely no, absent an express tolling provision
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Generally no, as long as the provision does not violate Oklahoma public policy



## OR | Oregon

<b>Are employee non-competes allowable?</b>	Yes, but exceptions for low wage workers and certain professionals; written contract requirement; and duration limit
<b>State statutes governing employee non-competes</b>	<p>Or. Rev. Stat. § 653.295</p> <p>Or. Rev. Stat. § 653.295(2)(c) (On-Air Talent/Broadcasting)</p> <p>Or. Rev. Stat. § 653.295(8)(d) (Non-compete agreements entered into on or after January 1, 2022 must be in writing to be effective)</p> <p>Or. Rev. Stat. § 653.295(3) (Non-compete agreements cannot extend beyond one year after employee's termination if signed on or after January 1, 2022)</p>
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	No, but initial employment is. Or. Rev. Stat. § 653.295. For an existing employee, a new non-compete cannot be entered into except upon a "bona fide advancement" to the employee.
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Not yet decided, but likely
<b>Adopted the UTSA?</b>	Or. Rev. Stat. §§ 646.461-646.475
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	<p>3 years (OUTSA)</p> <p>6 years</p>
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided, but likely no
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	Employees: currently \$113,241, adjusted annually for inflation.
<b>Notice requirements for use of restrictive covenant?</b>	<p>For noncompetition agreements with new employees, employers must provide notice of the noncompetition agreement at least two weeks before the first day of the employee's employment.</p> <p>Employers must also provide a copy of the noncompetition agreement to the employee within 30 days after termination to be enforceable.</p> <p>Or. Rev. Stat. § 653.295</p>
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Yes, Oregon law will apply to an employment contract for services to be rendered primarily in Oregon by a resident of Oregon (Or. Rev. Stat. § 15.320(3))

## PA | Pennsylvania

<b>Are employee non-competes allowable?</b>	Yes, except for certain professionals.
<b>State statutes governing employee non-competes</b>	Fair Contracting for Health Care Practitioners Act, as enacted July 17, 2024. P.L.846, No. 74, 35 P.S. 10321 <i>et seq.</i> (2 Purdon's Legislative Service (2024))
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	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>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes, but reason for termination must be considered (i.e., unenforceable where employee fired for poor performance)
<b>Adopted the UTSA?</b>	12 Pa. Cons. Stat. § 5301 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (PUTSA) 4 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided, but superior courts have treated the idea favorably and the Third Circuit appears to have applied it.
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## RI | Rhode Island

<b>Are employee non-competes allowable?</b>	Yes, with exceptions for certain professionals, non-exempt employees, certain undergraduate and graduate students, employees under the age of 18, and low-wage employees whose average annual earnings are up to 250% of the federal poverty level for individuals.
<b>State statutes governing employee non-competes</b>	R.I. Gen. Laws. § 28-59-3 (General) R.I. Gen. Laws § 5-37-33 (Physicians) R.I. Gen. Laws § 5-34-50 (Advanced practice registered nurses, effective 6/17/24)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, but agreements with APRNs may not prohibit the right of the APRN to solicit or seek to establish a professional relationship with any current patient of the employer.  (R.I. Gen. Laws § 5-34-50(b)(3))
<b>Continued employment sufficient consideration?</b>	Yes per superior court; undecided by the RI Supreme Court
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	6 R.I. Gen. Laws § 6-41-1
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (RIUTSA)  10 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	Yes, low-wage employees defined as “an employee whose average annual earnings ... are not more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines ( <a href="https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines">https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines</a> )” [\$37,650 per year based on most currently-available data]
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## SC | South Carolina

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	None
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	No
<b>Blue penciling or reformation permissible?</b>	Blue pencil only; limited reformation of overly broad territorial restrictions may be allowed, but agreements with unreasonable restrictions generally invalidated
<b>Enforceable against discharged employees?</b>	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract
<b>Adopted the UTSA?</b>	S.C. Code Ann. § 39- 8-10 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (SCUTSA) 3 years S.C. Code Ann. 15-3-530(1)
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided; however some decisions suggest it may be recognized
<b>Restrictive covenants extended for violation?</b>	Not yet decided, but likely no
<b>Penalties for violation of restrictive covenant statute?</b>	Not applicable
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Generally no, as long as the provision does not violate South Carolina public policy.  A provision will be contrary to public policy if it either adds to a shortage of workers in an industry or prevents a worker from using special talents or knowledge.

## SD | South Dakota

<b>Are employee non-competes allowable?</b>	Yes, except for some agreements with health care practitioners (new, effective July 1, 2023).
<b>State statutes governing employee non-competes</b>	S.D. Codified Laws § 53-9-11  S.D. Codified Laws § 53-9-11.2 (Agreements entered into with health care practitioners on or after July 1, 2023)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Blue pencil, though disfavored
<b>Enforceable against discharged employees?</b>	Yes, but if an employer fires an employee without cause, then the court will consider whether the non-compete is reasonable, regardless of its compliance with S.D. Codified Laws § 53-9-11
<b>Adopted the UTSA?</b>	S.D. Codified Laws § 37-29-1
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (SDUTSA)  6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## TN | Tennessee

<b>Are employee non-competes allowable?</b>	Yes, with an exception to some health care providers who sell their practice.
<b>State statutes governing employee non-competes</b>	Tenn. Code Ann. §§ 63-1-148 to 204
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes, as long as the employee remains employed for a sufficiently long period
<b>Blue penciling or reformation permissible?</b>	Reformation (termed the “Rule of Reasonableness”)
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Tenn. Code Ann. § 47-25-1701 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (TUTSA) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	Not applicable
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Generally no, as long as the provision is reasonable, executed in good faith, there is a material connection between the transaction and the jurisdiction whose law will govern, and does not violate the public policy of a state with a materially greater interest.

## TX | Texas

<b>Are employee non-competes allowable?</b>	Yes, with some limitations for physicians
<b>State statutes governing employee non-competes</b>	Tex. Bus. & Com. Code §§ 15.50-.52
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	No
<b>Blue penciling or reformation permissible?</b>	Courts "shall reform" overbroad covenants. Tex. Bus. & Com. Code § 15.51(c).
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Tex. Civ. Prac. & Rem. Code § 134A.001 <i>et seq.</i>
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (TUTSA) 4 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet expressly decided by the Texas Supreme Court, but many appellate courts have applied some form of it
<b>Restrictive covenants extended for violation?</b>	No, absent an express tolling provision
<b>Penalties for violation of restrictive covenant statute?</b>	Fees may be awarded against party seeking to enforce unreasonable covenant under certain circumstances. Tex. Bus. & Com. Code § 15.51(c).
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No, but Texas will invalidate choice-of-law provisions if contrary to Texas non-compete law.  Contractual choice-of-law provisions are generally enforced in Texas unless the provision violates fundamental public policy of Texas or the contract bears no reasonable relation to the chosen state.

## UT | Utah

<b>Are employee non-competes allowable?</b>	Yes, but certain exceptions for broadcasting employees
<b>State statutes governing employee non-competes</b>	Utah Code Ann. §§ 34-51-101 to 34-51-301  Utah Code Ann. § 34-51-201 (Broadcasting Employees)  Non-compete agreements may not last for more than one year from the day on which the employee is no longer employed by the employer  Utah Code Ann. § 34-51-201
<b>Are employee non-solicitation agreements allowable?</b>	Likely yes
<b>Are customer non-solicitation agreements allowable?</b>	Likely yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Not yet decided
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Utah Code Ann. §§ 13-24-1 to 13-24-9
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (UUTSA)  6 years (written contract) (Utah Code Ann. § 78B-2-309(1)(b))  4 years (oral contract) (Utah Code Ann. § 78B-2-307(1)(a))
<b>Adopted inevitable disclosure doctrine?</b>	Yes in trial courts (not yet decided by appellate courts)
<b>Restrictive covenants extended for violation?</b>	Not yet decided
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	Employees within broadcasting industry: \$47,476
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	Not yet decided



## VT | Vermont

<b>Are employee non-competes allowable?</b>	Yes, with exceptions for certain barbers and cosmetologists.
<b>State statutes governing employee non-competes</b>	Vt. Stat. Ann. tit. 26, § 281(c) (Barbering and cosmetology students cannot be restrained by their school)
<b>Are employee non-solicitation agreements allowable?</b>	Not yet decided
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	Unclear
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Vt. Stat. Ann. tit. 9, § 4601
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (VTSA) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	No
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No, applies the most significant interest test

## VA | Virginia

<b>Are employee non-competes allowable?</b>	Yes, subject to income-based restrictions (low-wage workers).
<b>State statutes governing employee non-competes</b>	Va. Code Ann. § 40.1-28.7:8 (Low wage worker threshold)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes
<b>Blue penciling or reformation permissible?</b>	No
<b>Enforceable against discharged employees?</b>	Yes
<b>Adopted the UTSA?</b>	Va. Code. Ann. § 59.1-336
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (VUTSA) 5 years
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Yes
<b>Penalties for violation of restrictive covenant statute?</b>	Yes. Remedies for employer's violation include:  Preliminary and permanent injunctions  Lost compensation  Liquidated damages  Attorneys' fees  Fines
<b>Wage thresholds for restrictive covenants?</b>	Yes, threshold is less than the average annual weekly wage (2024 rate is \$1,410 per week; re-calculated each January)
<b>Notice requirements for use of restrictive covenant?</b>	Yes, pursuant to Va. Code. Ann. § 40.1-28.7:8(G), employer violating low-wage prohibition subject to civil penalty of \$10,000 per violation
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## WA | Washington

<b>Are employee non-competes allowable?</b>	Yes, but exceptions for low wage workers and broadcasters
<b>State statutes governing employee non-competes</b>	Wash. Rev. Code §§ 49.62.005-900  Wash. Rev. Code § 49.62.190 (Broadcasting Industry)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes, but covenants that directly or indirectly prohibit the acceptance or transaction of business with a current customer are deemed non-compete covenants and must conform to the special requirements for non-competes
<b>Continued employment sufficient consideration?</b>	No, but initial employment is
<b>Blue penciling or reformation permissible?</b>	Reformation (but reformation of covenant, even if then enforced as modified, may result in attorneys' fee award to employee)
<b>Enforceable against discharged employees?</b>	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 minus compensation earned through later employment during the period of enforcement  Wash. Rev. Code § 49.62.020
<b>Adopted the UTSA?</b>	Wash. Rev. Code §§ 19.108.010-19.108.930
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (WUTSA)  6 years (written contract)  Wash. Rev. Code § 4.16.040  3 years (oral contract)  Wash. Rev. Code § 4.16.080
<b>Adopted inevitable disclosure doctrine?</b>	Unclear
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	Actual damages or \$5,000 statutory penalty, plus reasonable attorneys' fees, expenses, and costs  Wash. Rev. Code § 49.62.080
<b>Wage thresholds for restrictive covenants?</b>	Yes  Employees: \$120,559.99* as of 2024 (adjusted annually for inflation)  *\$123,394.17 effective January 1, 2025 for 2025  Cannot prohibit moonlighting for low-wage workers, i.e. those making

	<p>less than two times the minimum wage</p> <ul style="list-style-type: none"> <li>•Independent contractors: \$301,399.98* as of 2024 (adjusted annually for inflation)</li> </ul> <p>*\$308,485.43 effective January 1, 2025 for 2025</p>
<b>Notice requirements for use of restrictive covenant?</b>	<p>Employer must provide notice of the noncompetition agreement to the prospective employee no later than at the time of the acceptance of the offer of employment.</p> <p>Effective June 6, 2024, employers must disclose a noncompetition covenant's terms, in writing, no later than when a job offer is initially accepted (orally or in writing).</p>
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	<p>Yes, choice-of-law provisions requiring adjudication based on non-Washington law and forum selection clauses requiring adjudication outside Washington are void and unenforceable against Washington-based employees or independent contractors.</p> <p>Wash. Rev. Code § 49.62.050</p>

## WV | West Virginia

<b>Are employee non-competes allowable?</b>	Yes, with some exceptions for physicians.
<b>State statutes governing employee non-competes</b>	W. Va. Code §§ 47-11E-1 to 5 (Physicians)
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	No
<b>Blue penciling or reformation permissible?</b>	Reformation
<b>Enforceable against discharged employees?</b>	Yes, but potentially may not be enforceable against a terminated at-will employee without cause
<b>Adopted the UTSA?</b>	W. Va. Code § 47-22-1
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (WVUTSA) 10 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No

## WI | Wisconsin

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	Wis. Stat. Ann. § 103.465
<b>Are employee non-solicitation agreements allowable?</b>	Yes
<b>Are customer non-solicitation agreements allowable?</b>	Yes
<b>Continued employment sufficient consideration?</b>	Yes, if continued employment is conditioned on signing the agreement.
<b>Blue penciling or reformation permissible?</b>	Not likely
<b>Enforceable against discharged employees?</b>	Not yet decided
<b>Adopted the UTSA?</b>	Wis. Stat. § 134.90
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	3 years (WUTSA) 6 years
<b>Adopted inevitable disclosure doctrine?</b>	Not yet decided
<b>Restrictive covenants extended for violation?</b>	Unclear/Undecided; Wisconsin Supreme Court declined certification of this issue, but the Wisconsin Court Appeals held that the "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> , 307 Wis. 2d 390, 404 (2008).
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No, but disfavored under Wisconsin law for application for restrictive covenants

## WY | Wyoming

<b>Are employee non-competes allowable?</b>	Yes
<b>State statutes governing employee non-competes</b>	None
<b>Are employee non-solicitation agreements allowable?</b>	Not yet decided, but likely yes
<b>Are customer non-solicitation agreements allowable?</b>	Not yet decided, but likely yes
<b>Continued employment sufficient consideration?</b>	No, but initial employment is.
<b>Blue penciling or reformation permissible?</b>	No (Hassler v. Circle C Resources, 505 P.3d 169, 178 (Wyo. 2022))
<b>Enforceable against discharged employees?</b>	Likely yes
<b>Adopted the UTSA?</b>	Wyo. Stat. Ann. §§ 40-24-101 to 40-24-110
<b>Applicable statute of limitations (UTSA and breach of contract)</b>	4 years (WUTSA) 10 years (written contract) (Wyo. Stat. Ann. § 1-3-105(a)(i)) 8 years (oral contract) (Wyo. Stat. Ann. § 1-3-105(a)(ii))
<b>Adopted inevitable disclosure doctrine?</b>	No
<b>Restrictive covenants extended for violation?</b>	Unclear
<b>Penalties for violation of restrictive covenant statute?</b>	No
<b>Wage thresholds for restrictive covenants?</b>	No
<b>Notice requirements for use of restrictive covenant?</b>	No
<b>Prohibitions on foreign venue / choice-of-law provision?</b>	No



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