

Protect Your Business with Non-Compete, Non-solicitation & Confidentiality Agreements



Dean Pacific | August 11, 2020

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Overview

- Non-Compete Agreements
 - History
 - Enforceability
- Non-Solicitation Agreements
 - Enforceability
- Confidentiality Agreements
 - How to protect confidential information



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Non-Compete Agreements

- History
 - Pre – 1985
 - 1985 – Present
- When is it enforceable?
 - Duration
 - Geographic scope
 - Competitive business interest



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Non-Compete Agreements

How to enforce it:

- Complaint
- *Ex Parte* temporary restraining order
- Preliminary injunction
 - Likelihood of success on the merits
 - Irreparable harm
 - Balance of the harms
 - Public interest



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Practical Considerations

The Employee:

- Title/duties
- Pay
- Industry experience
- Length of service



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Practical Considerations

Conduct Surrounding Departure:

- Voluntary or involuntary
- Theft of CI
- Customer contact



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Practical Considerations

The New Employer:

- Products and services
- Overlap



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Practical Considerations

The Likely Harm:

- "Unringing" the bell
- Money damages



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Practical Considerations

Business Considerations:

- Your customers
- Your other employees



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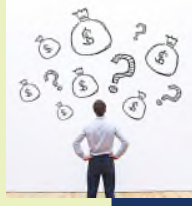
Non-Solicitation Agreements

What is a Non-Solicit?

- Protecting your company's customers

Non-Compete vs. Non-Solicit:

- The differences
- Practical considerations:
 - Enforcement
 - Recruitment of talent



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Confidentiality Agreements

- Protects confidential information (CI)
- Definition
- Terms to include:
 - CI access
 - Belongs to the employer
 - Use/disclose
 - Post-Employment
 - Duration



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Legislative Changes

In some states:

- Income requirements
- Timing/notice requirements
- Consideration/garden leave



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Nearly 24 years of experience in:

- Employment litigation
- Discrimination, harassment, retaliation, wrongful discharge, non-compete, non-solicitation, trade secret claims
- Fraud and embezzlement recovery

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Questions?



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