
UNLOCK NON-COMPETE AGREEMENTS

Keys to Escape



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Introduction

Every day employees discover career paths blocked by non-competition agreements, also known as “non-competes.” These contracts prevent employees from competing against their employers after their employment ends. Non-compete agreements usually mean little to employees when they sign them and cost employers almost nothing to get. However, once employees agree not to compete, every state but California holds them to it - within limits.

This book explores the limits. It also provides keys to escaping non-competes that go beyond the limits. The first key is to know the law. The law sets the limits. This book explains contract, non-competition, trade secret and tortious interference law in plain terms, with examples from real cases.

The second key is to learn how to challenge invalid non-competes in court. Courts declare the limits on specific non-compete agreements and order the parties to stay within them. Courts can declare non-competes too broad or invalid, and order employers to stop using them to interfere with valid employment opportunities.

The third key is to learn to negotiate non-competes. Non-competes are part of today’s economic reality. Escaping them entirely may not be possible, but even minimal negotiating can limit their unfair reach. Knowing the law and how courts enforce it creates leverage. Employees can use that leverage to negotiate fair restraints.

These keys do not free employees from valid non-competes that fairly protect trade secrets or other legitimate business interests. If a non-compete goes too far, though, this book provides the keys to escape.