

NONCOMPETE ENFORCEABILITY BY JURISDICTION

Jurisdiction	Noncompete/Blue Pencil ¹ Law	Citations
AL	<p>Noncompete: Act 2015-465, HB352, clarifies the proper use and enforcement of restrictive covenants in certain commercial contracts and provides that certain contracts or agreements are permissible under law, such as, among others, a contract limiting a person's ability to hire an agent, servant, or employee of a party to the contract if the employee holds a position uniquely essential to the business, an agreement to limit commercial dealings to the parties to the contract, and an agreement in which a party sells the good will of a business and the buyer agrees to refrain from carrying on or engaging in a similar business or from soliciting customers of the business. The act also delineates what interests are protectable interests in the context of these contracts. The act repeals Section 8-1-1, Code of Alabama 1975, relating to contracts restraining businesses.</p> <p>Blue Pencil: courts may modify a noncompete in order to render it enforceable. Parties may also agree to authorize courts to modify noncompetes.</p>	Act 2015-465, HB352; <i>Westwind Technicians, Inc. v. Jones</i> , 925 So.2d 166 (Ala. 2005).
AK	<p>Noncompete: Alaska courts strictly construe noncompetes and view them with disfavor. Noncompetes are analyzed for "reasonableness." Several factors are to be considered in determining reasonableness: time and geographic limits, whether an employee represents the sole contact with a customer, whether an employee possesses confidential information or trade secrets, whether the agreement seeks to eliminate competition that would be unfair to the employer or merely seeks to eliminate ordinary competition, whether the agreement seeks to stifle the inherent skill and experience of the employee, whether the benefit to the employer is disproportional to the detriment of the employee, whether the agreement acts as a bar to the employee's sole means of support, whether the employee's talent that the employer seeks to suppress was actually developed during the period of employment, and whether the forbidden employment is merely incidental to the main employment.</p> <p>Blue Pencil: Courts may make "reasonable alterations" in accordance with the parties' intent in order to render a noncompete enforceable.</p>	<i>DeCristofaro v. Security National Bank</i> , 664 P.2d 167, 168-69 (Alaska 1983); <i>Metcalfe Investments, Inc. v. Garrison</i> , 919 P.2d 1356, 1361-62 (Alaska 1996); <i>Data Management, Inc. v. Greene</i> , 757 P.2d 62, 64-65 (Alaska 1988).
AZ	<p>Noncompete: must be no broader than necessary to protect an employer's legitimate interest. The courts routinely scrutinize time and territorial limitations when considering reasonableness. Courts will also consider reasonableness as to the employee and his right to earn a living.</p> <p>Blue Pencil: courts may modify a noncompete and eliminate unreasonable provisions in order to make it enforceable but will not add or rewrite provisions.</p>	<i>Valley Medical Specialists v. Farber</i> , 194 Ariz. 363, 372, 982 P.2d 1277, 1286 (1999); <i>Bryceland v. Northey</i> , 160 Ariz. 213 (App. 1989); <i>Olliver/Pilcher Ins. v. Daniels</i> , 148 Ariz. 530 (1986).
AR	<p>Noncompete: Arkansas statute allows for noncompetes if the agreement is ancillary to an employment relationship or part of an employment agreement and</p> <ol style="list-style-type: none"> 1) The employer has a protectable interest; and 2) The noncompete is limited in duration and scope that is not greater than necessary to protect the employer's business interests (business interests include trade secrets, intellectual property, customer lists, goodwill, knowledge of business, methods and profit margins). <p>Blue Pencil: courts will modify a noncompete that is overly broad in order to render it enforceable.</p>	Ark. Code. 4-70-207.
CA	<p>Noncompete: per statute a noncompete which restraining an individual from engaging in a lawful profession, trade, or business of any kind is void. The general rule is that noncompetes are unenforceable. State law has narrowly drawn exceptions for noncompetes made pursuant to a sale of a business, sale of a shareholders' stock, or dissolution of a partnership. Otherwise, noncompetes are enforced only when the employer can show a strong interest that needs to be protected. Generally do not give force to geographical and temporal restrictions, but the courts have consistently upheld an employee's covenant not to solicit the former employer's customers for terms from one to five years.</p> <p>Blue Pencil: courts WILL NOT reform a noncompete that's void and illegal.</p>	Ca. Bus. and Prof. Code §§ 16600 through 16602.5.

¹ Blue Pencil laws refer to the ability of a court to reduce or modify an unenforceable non-compete provision in order to render it enforceable.

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CO	<p>Noncompete: agreements that restrict "the right of any person to receive compensation for performance of skilled or unskilled labor for any employer" are void except in limited circumstances. Also, a nonsolicitation agreement may prohibit soliciting business, but it may not be used to prohibit accepting business from customers who initiate contact.</p> <p>Blue Pencil: Courts will not revise a noncompete in order to render it enforceable.</p>	<p>C.R.S. § 8-2-113. <i>National Propane Corp. v. Miller</i>, 18 P.3d 782 (Colo. App. 2000) and <i>Atmel Corp. v. Vitesse Semiconductor Corp.</i>, 30 P.3d 789 (Colo. App. 2001); <i>Bradsby Grp. V. Herman</i> (Colo. Ct. App. 2019).</p>
CT	<p>Noncompete: agreements are enforceable provided they are reasonable. Courts will look to five factors: (1) the length of time the restriction operates, (2) the geographical area covered, (3) the fairness of the protection accorded to the employer, (4) the extent of the restraint on the employee's opportunity to pursue his occupation, and (5) the extent of the interference with the public's interest.</p> <p>Blue Pencil: courts will modify a noncompete if the parties intended the provisions of the agreement to be severable.</p>	<p><i>Weiss and Associates, Inc. v. Wiederlight et al.</i>, 208 Conn. 525, 546 A.2d 216 (1988); <i>Grayling Assoc. Inc. v. Villota</i>, 04-CBAR-1972 (Conn. Sup. Ct. 2004).</p>
DE	<p>Noncompete: agreements are enforceable if:</p> <ol style="list-style-type: none"> 1) Reasonable in duration and geographic scope; 2) Advance a legitimate economic interest of the party seeking its enforcement; and 3) Survive a balancing of the equities in order to be enforceable. <p>Courts may uphold an agreement without an express territorial scope, where appropriate. Noncompetes purporting to bind certain professions (such as physicians and attorneys) are generally void as violative of public policy.</p> <p>Blue Pencil: unsettled. Traditionally, courts may modify agreements to render them reasonable and enforceable, however recent decisions hold courts should not save an unreasonable noncompete by modifying its provisions.</p>	<p><i>Lyons Insurance Agency, Inc. v. Wilson</i>, 2018 WL 4677606 (Del. Ch. 2018); <i>Concord Steel, Inc. v. Wilm. Steel Processing Co., Inc.</i>, 2008 WL 902406 (Del. Ch. 2008); <i>Knowles-Zeswitz Music, Inc. v. Cara</i>, 260 A.2d 171 (Del. Ch. 1969); <i>Delaware Elevator Inc. v. Williams</i>, 2011 WL 1005181 (Del. Ch. 2011).</p>
DC	<p>Noncompete: enforceable provided they are (1) reasonable as to duration and geographical area, (2) necessary for the protection of the employer, and (3) not outweighed by the hardship to the employee or the public.</p> <p>Blue Pencil: unsettled.</p>	<p><i>National Chemsearch Corporation of New York v. Hanker</i>, 309 F. Supp. 1278 (D.D.C. 1970); <i>Ellis v. James V. Hurson Assocs.</i>, 565 A.2d 615 (D.C. Ct. App. 1989).</p>
FL	<p>Noncompete: per statute noncompete agreements are enforceable, however, are strictly construed against enforcement. Must be in writing; reasonable in time, geographic area, and line of business; and reasonably necessary to protect one or more legitimate business interests. In the context of the traditional employer and employee relationship, courts will presume any restraint six months or less in duration to be reasonable and more than two years in duration to be unreasonable.</p> <p>Blue Pencil: courts are required to modify a noncompete to the extent reasonably necessary to protect legitimate business interests.</p>	<p>FSA 542.33 (pre-July 1, 1996) and 542.335 (post July 1, 1996).</p>
GA	<p>Noncompete: per statute noncompetes are enforceable so long as they are reasonable in time, geographic area, and scope of prohibited activities.</p> <p>Blue Pencil: Courts may modify a noncompete clause that is otherwise void and unenforceable as long as the modification does not render the covenant more restrictive with regard to the employee than as originally drafted by the parties.</p>	<p>O.C.G.A. 13-8-53(a); O.C.G.A. 13-8-53(d)</p>
HI	<p>Noncompete: per statute noncompetes aren't per se illegal. A noncompete is unenforceable if (1) it's greater than required for the protection of the person for whose benefit it's imposed; (2) it imposes undue hardship on the person restricted; or (3) its benefit to the employer is outweighed by injury to the public. In making that analysis, the court will examine the geographical scope, length of time, and the breadth of the restriction placed on a given activity. Neither case law nor statute identifies any specific restrictions that are reasonable or unreasonable. Noncompete clauses in any contract relating to an employee of a technology business are void. Noncompete clauses in any contract relating to an employee of a technology business are void.</p> <p>Blue Pencil: Courts may modify or partially enforce an overbroad noncompete.</p>	<p>Hawaii Revised Statutes § 480-4. <i>Technicolor, Inc. v. Trager</i>, 57 Haw. 113, 551 P.2d 163 (1976); Act 158; <i>The 7's Enter., Inc. v. Del Rosario</i>, 111 Haw. 484 (2006).</p>

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ID	<p>Noncompete: per statute, agreements entered by a key employee or a key independent contractor are enforceable to restrict the employee from engaging in a line of business in direct competition with the employer if the agreement is:</p> <ol style="list-style-type: none"> 1) Reasonable as to duration and geographic area; 2) Reasonable as to type or employment or line of business; and 3) Does not impose greater restrictions than reasonably necessary to protect the employer's legitimate business interests. <p>Blue Pencil: courts will remove language to render a noncompete enforceable but will not add language.</p>	<p>Idaho Code 44-2701; <i>Freiburger v. J-U-B Engineers, Inc.</i>, 141 Idaho 415 (Id. 2005).</p>
IL	<p>Noncompete: agreements are enforceable if the restraint is reasonable and the agreement is supported by consideration. A noncompete which is ancillary to a valid employment relationship is reasonable if:</p> <ol style="list-style-type: none"> 1) It is no greater than is required for the protection of a legitimate business interest; 2) Does not impose undue hardship on the employee; and 3) Is not injurious to the public. <p>Blue Pencil: courts may modify a noncompete to render it enforceable.</p>	<p><i>Reliable Fire Equipment Co. v. Arredondo</i>, 965 N.E.2d 393 (Ill. 2011).</p>
IN	<p>Noncompete: agreements are enforceable if the employer has a protectable interest. Noncompetes must also be reasonable as to the scope of activity restricted. Reasonableness is determined based on:</p> <ol style="list-style-type: none"> 1) The necessity of the breadth of protection for the employer; 2) The restriction on the covenantor; and 3) The public interest. <p>Blue pencil: an express provision in a covenant can permit a court to reform an overly broad noncompete in order to make it enforceable.</p>	<p><i>Norlund v. Faust</i>, 675 N.E.2d 1142 (In. Ct. App. 1997); <i>Dicen v. New SESCO</i>, 806 N.E.2d 833 (Ind.App., 2004); <i>Heraeus Medical, LLC v. Zimmer, Inc.</i>, No. 18A-PL-1823 (2019).</p>
IA	<p>Noncompete: agreements are enforceable if they meet the following three-factor test:</p> <ol style="list-style-type: none"> 1) Is the restriction reasonably necessary for the protection of the employer's business; 2) Is it unreasonably restrictive of the employee's rights; and 3) Is it prejudicial to the public interest. <p>In assessing reasonableness, Iowa courts generally examine both time and area restrictions. Agreements prohibiting employees from entering a competing business after discharge is unreasonable if they are unlimited as to time or area. Iowa courts have found that generally a five-year time period is at the outer limits of what is enforceable. A noncompete that prohibited competition within a 100-mile radius of an employer's Iowa offices was held to be unreasonable when the employer had a relatively large number of offices in the state, resulting in a prohibition of competition in virtually the whole state.</p> <p>Blue Pencil: courts may modify or partially enforce a noncompete in order to render it enforceable.</p>	<p><i>Lamp v. American Prosthetics</i>, 379 N.W.2d 909, 910 (Iowa 1986); <i>Mutual Loan Co. v. Pierce</i>, 65 N.W.2d 405, 408 (Iowa 1954); <i>Uncle B's Bakery, Inc. v. O'Rourke</i>, 920 F. Supp. 1405, 1433 (N.D. Iowa 1996); <i>Ehlers v. Warehouse Co.</i>, 188 N.W.2d 368 (Iowa 1971).</p>
KS	<p>Noncompete: agreements must satisfy the general requirements for a contract, including offer, acceptance, and consideration. They also must be ancillary to valid contracts. Kansas has no strict limitations on time or geographic scope. Instead courts follow the doctrine of reasonableness, which balances the interests of the employer with those of the employee.</p> <p>In particular, courts often look at the following questions: (1) does the noncompete protect a legitimate business interest of the employer (the two primary interests are customer contacts and trade secrets); (2) does it create an undue burden on the employee; (3) does it injure the public welfare; and (4) are the restrictions on time and scope reasonable.</p> <p>Blue Pencil: courts may modify a noncompete in order to render it enforceable. Courts have the power to extend restrictions but will not write in additionally provisions.</p>	<p><i>Weber v. Tillman</i>, 259 Kan. 457, 913 P.2d 84 (1996); <i>Idbeis v. Wichita Surgery Specialists, P.A.</i>, 279 Kan. 755 (Kan. 2005); <i>Puritan-Bennett Corp. v. Rider</i>, 8 Kan. App. 2d 311 (Kan. 1983); <i>H&R Block v. Lovelace</i>, 208 Kan. 538 (Kan. 1972).</p>

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KY	<p>Noncompete: agreements are enforceable if the restrictions are reasonable as to geographical area and time. Reasonableness also considers the nature of the business and employment. A noncompete clause made in an existing employment relationship must be supported by new consideration in order to be enforceable.</p> <p>Blue Pencil: courts may modify an overbroad noncompete to make it reasonable and enforceable.</p>	<p><i>Hall v. Willard and Woosley</i>, 471 S.W.2d 316 (Ky. 1971). <i>Charles T. Creech, Inc. v. Brown</i>, 433 S.W.3d 345, 351-54 (Ky. 2014); <i>Hammons v. Big Sandy Claims Serv.</i> 567 S.W. 2d 313 (Ky. Ct. App. 1978).</p>
LA	<p>Noncompete: per statute, agreements that prohibit employees from carrying on a business similar to their employer's or from soliciting the employer's customers for a period of up to two years following termination of employment in any parishes and/or municipalities in which the employer conducts business provided the parishes and/or municipalities are specified in the agreement. Choice of forum and choice of law clauses in noncompetes are unenforceable if they specify a forum other than a Louisiana court or choice of law other than Louisiana law.</p> <p>Blue Pencil: courts will only remove provisions to render a noncompete enforceable, will not add provisions.</p>	<p>La. R.S. § 23:921; <i>CBD Docusource, Inc. v. Franks</i>, 934 So.2d 307 (La. Ct. App. 2006).</p>
ME	<p>Noncompete: per statute, noncompetes are against public policy and only enforceable to the extent they are reasonable and no broader than necessary to protect one of the following legitimate business interests of the employer:</p> <ol style="list-style-type: none"> 1) The employer's trade secrets; 2) The employer's confidential information that does not qualify as a trade secret; or 3) The employer's goodwill. <p>Noncompetes may be presumed necessary if the legitimate business interest cannot be adequately protected through an alternative restrictive covenant. A noncompete is invalid against any employee earning wages at or less than 400% of the federal poverty level.</p> <p>Blue Pencil: courts may modify an overbroad noncompete in order to render it enforceable.</p>	<p>Maine Stat. Title 26, 599-A.; <i>Lord v. Lord</i>, 454 A.2d 830 (Me. 1983).</p>
MD	<p>Noncompete: agreements will be enforceable if the duration and geographical restrictions are only as broad as reasonably necessary and if the clause does not constitute an undue hardship on the employee or the public. Noncompetes must be narrowly tailored in order to be enforceable. Noncompetes will be upheld if there is adequate consideration and is ancillary to an employment contract. The noncompete must be reasonable in duration and geographic scope. The noncompete must not impose undue hardship on employees or be against public policy.</p> <p>Blue Pencil: courts may modify a noncompete in order to render it enforceable.</p>	<p><i>Becker v. Bailey</i>, 268 Md. 93 (Md. 1973); <i>Holloway v. Faw, Casson & Co.</i>, 572 A.2d 510, 511 (Md. 1990).; <i>Allied Fire Protection, Inc. v. Huy Thai</i>, No. 17-551 (D. Md. 2017); <i>Deutsche Post Global Mail, Ltd. v. Conrad</i>, 292 F.Supp 2d 748 (D. Md. 2003).</p>
MA	<p>Noncompete: per statute, to be enforceable, an agreement must meet the following requirements:</p> <ol style="list-style-type: none"> 1) Must be entered into in connection with commencement of employment; 2) If entered after commencement of employment, must be supported by reasonable and independent consideration; 3) Must be no broader than necessary to protect legitimate business interests of employer; 4) The duration of restriction must be less than 12 months; 5) Must be reasonable in geographic restrictions; 6) Must be reasonable in scope of prohibited activities; 7) The agreement must be supported by a garden leave clause or other mutually-agreed upon consideration; and 8) The agreement must be consistent with public policy. <p>Blue Pencil: courts may modify an overbroad noncompete to enforce it to the extent reasonable.</p>	<p>MGL c. 149, § 24L; <i>Ferrofluidics Corp. v. Advanced Vacuum Components, Inc.</i> 968 F.2d 1463 (1st Circ. 1992).</p>

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MI	<p>Noncompete: agreements enforced by a rule of reasonableness with respect to duration, geography, and the type of employment or line of business.</p> <p>Blue Pencil: to the extent a noncompete is found to be unreasonable in light of the above, a court may limit the agreement to render it reasonable considering the circumstances under which it was made and specifically enforce the agreement as limited.</p> <p>(only applies to noncompetes entered after March 29, 1985).</p>	Michigan Antitrust Reform Act, Act 274 of 1984, 445.774a.
MN	<p>Noncompete: agreements are viewed with disfavor and are carefully scrutinized because they are agreements in partial restraint of trade. A noncompete must be supported by consideration in order to be valid and the adequacy of consideration should be judged on a case by case basis. They are enforceable if they serve a legitimate business interest and are no broader than necessary to preserve that interest.</p> <p>Blue pencil: courts may modify an unreasonable noncompete to render it reasonable and enforceable.</p>	<i>National Recruiters, Inc. v. Cashman</i> , 323 N.W.2d 736 (Minn. 1982); <i>Yonak v. Hawker Well Works, Inc.</i> , 2015 WL 1514166 at *2 (Minn. App. 2015).
MS	<p>Noncompete: agreements aren't favored, Mississippi enforces noncompete agreements as long as they are reasonable. When assessing reasonableness, the court will consider three factors:</p> <ol style="list-style-type: none"> 1) The rights of the employer; 2) The rights of the employee; and 3) The public interest. <p>Blue Pencil: courts may reduce an unreasonable scope of a non-compete down to a reasonable scope.</p>	<i>Redd Pest Control Co., Inc. v. Foster</i> , 761, So.2d 967 (Miss. 2000); <i>Redd Pest Control Co., Inc. v. Heatherly</i> , 157 So.2d 133 (Miss. 1963); <i>Texas Road Boring Co. of Louisiana-Mississippi v. Parker</i> , 194 So.2d 885 (Miss. 1967).
MO	<p>Noncompete: agreements that are temporary and spatially limited and protect an employer's legitimate protectable interest from unfair competition by a former employee and that do not impose unreasonable restraints on the employee are enforceable. Two legitimate protectable interests recognized by Missouri are customer contracts and trade secrets. Reasonableness is determined on a case by case basis. Clause must be reasonable as to time and space to be enforceable. The geographic scope must be no greater than necessary in order to be reasonable.</p> <p>Blue Pencil: courts will not modify overly broad noncompetes, but will partially enforce reasonable provisions.</p>	<i>Systematic Business Services, Inc. v. Bratten</i> , 162 S.W.3d 41 (Mo.App. 2005); <i>AEE-EMF, Inc. v. Passmore</i> , 906 S.W.2d 714 (Mo.App. 1995); <i>Schott v. Beussink</i> , 950 S.W.2d 621 (Mo.App. 1997); <i>Easy Returns Midwest, Inc. v. Schultz</i> , 964 S.W. 2d 450 (Mo. Ct. App. 1989).
MT	<p>Noncompete: per statute, agreements "by which anyone is restrained from exercising a lawful profession, trade, or business of any kind" are unenforceable. But the ban isn't absolute. A person who sells the goodwill of a business may agree with the buyer to refrain from carrying on a similar business within certain areas so long as the buyer carries on a like business. The "certain area" language acts as a geographic restraint that limits the noncompete to the city and county where the principal office of the business is located; a city in any county adjacent to the county in which the principal office is located; any county adjacent to the county in which the principal office is located; or any combination of the above. Also, upon the dissolution of a partnership, partners may agree that one or more of them may not carry on a similar business within the areas outlined in the statute. Montana courts have enforced noncompetes that are reasonable in time and place and supported by adequate consideration.</p> <p>Blue Pencil: courts may modify an overly broad noncompete to render it enforceable.</p>	Mont. Code Ann. §§ 28-2-703, 28-2-704, and 28-2-705. <i>Dobbins, DeGuire & Tucker v. Rutherford</i> , 218 Mont. 392, 708 P.2d 577 (1985); <i>Dumont v. Tucker</i> , 250 Mont. 417 (Mont. 1991).

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NE	<p>Noncompete: agreements are valid if the restriction is reasonable. A restriction is reasonable if it is not injurious to the public, it is not greater than reasonably necessary to protect the employer in some legitimate interest, and it is not unduly harsh and oppressive on the employee. A noncompete may be valid only if it restricts the former employee from working for or soliciting the former employer's clients or accounts with whom the former employee actually did business and has personal contact.</p> <p>Blue Pencil: courts WILL NOT modify or reform, unenforceable provisions. Therefore, if any portion of the language in a noncompete is unenforceable, the entire provision is null and void.</p>	<p><i>Professional Business Services Co. v. Rosno</i>, 680 N.W.2d 176 (Neb. 2004); <i>Moore v. Eggers Consulting Co.</i>, 252 Neb. 396, 562 N.W. 2nd 534 (1997); <i>Vlasin v. Len Johnson & Co.</i>, 235 Neb. 450, 455 N.W. 2nd 772 (1990), and others.</p>
NH	<p>Noncompete: agreements are allowed only if the restraint is (1) no greater than necessary for the protection of the employer's legitimate interest, (2) doesn't impose undue hardship on the employee, and (3) isn't injurious to the public interest. Per statute, any noncompete entered with an employee earning less than 200% of the federal minimum wage is unenforceable. A noncompete must be entered into before or concurrent to employment in order to be enforceable.</p> <p>Blue Pencil: courts will modify noncompete clauses to reform any overly broad or restrictive covenant if the employer acted in good faith executing the contract.</p>	<p>N.H. Rev Stat 275:70; S.B. 197; <i>National Empl. Serv. Corp. v. Olsten Staffing Serv.</i>, 145 N.H. 158 (2000); <i>Merrimack Valley Wood Products, Inc. v. Near</i>, 152 N.H. 192 (N.H. 2005).</p>
NJ	<p>Noncompete: agreements will be enforced if they are reasonable under all circumstances. A determination of what constitutes "reasonableness" generally requires an analysis of whether the noncompete (1) protects the legitimate interests of the employer; (2) imposes an undue hardship on the employee; and (3) is injurious to the public.</p> <p>Blue Pencil: courts may modify an overbroad noncompete in order to render it enforceable.</p>	<p><i>Whitmyer Bros. Inc. v. Doyle</i>, 58 N.J. 25 (1971); <i>Karlin v. Weinberg</i>, 77 N.J. 408 (1978).</p>
NM	<p>Noncompete: agreements are valid and enforceable if supported by sufficient consideration, if they're related to a legitimate business purpose, and if the time and space restrictions are no broader than what is reasonably required for the business interests that the agreement is designed to protect. The validity of time and space restrictions is determined on a case-by-case basis.</p> <p>Blue Pencil: unsettled.</p>	<p><i>Bowen v. Carlsbad Insurance & Real Estate, Inc.</i>, 104 N.M. 514, 724 P.2d 223 (1986).</p>
NY	<p>Noncompete: agreements are disfavored as a matter of public policy and are enforceable only to the extent that they satisfy the overriding requirement of reasonableness. Noncompetes "will only be subject to specific enforcement to the extent that it is reasonable in time and area, necessary to protect the employer's legitimate interests, not harmful to the general public and not unreasonably burdensome to the employee. Thus, noncompetes are enforceable to the extent necessary to prevent the disclosure or use of trade secrets or confidential customer information.</p> <p>Blue Pencil: courts may modify an overbroad noncompete in order to render it enforceable, however, courts will rarely exercise this power and only do so when there was no overreaching by the employer in drafting the noncompete.</p>	<p><i>Reed, Roberts Assoc., Inc. v. Straumann</i>, 40 N.E.2d 303, 307, 353 N.E.2d 590, 592, 386 N.Y.S.2d, 677 679 (1976); <i>Greenwich Mills Co., Inc. v. Barrie House Co., Inc.</i>, 91 A.D.2d 398, 459 N.Y.S.2d 454 (2d Dep't 1983); <i>Veramark Technologies, Inc. v. Bouk</i>, 10 F.Supp. 3d 395 (W.D.N.Y. 2014).</p>
NC	<p>Noncompete: agreements are required to be in writing and will be valid if they are made part of the employment contract, based on valuable consideration, are reasonable as to time and geographical area, and do not offend public policy.</p> <p>Blue Pencil: North Carolina courts are severely limited in altering a noncompete. At most, a court may refuse to enforce a distinctly separable part of a provision in order to render the provision reasonable. The court may not otherwise revise or rewrite the covenant.</p>	<p>N.C. Gen. Stat. § 75-4; <i>United Laboratories, Inc. v. Kuykendall</i>, 370 S.E.2d 375 (N.C. 1988); <i>Hartman v. W.H. Odell and Associates, Inc.</i>, 117 N.C. App. 307 (N.C.App. 1994).</p>
ND	<p>Noncompete: per statute, agreements are generally void and unenforceable. They aren't allowed in typical employment situations and are limited to the sale of the goodwill of the business. Even when such sale is involved, noncompetes are limited to a specific county, city, or part of either.</p> <p>Blue Pencil: unsettled (noncompetes are void per statute).</p>	<p>N.D.C.C. § 9-08-06.</p>

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OH	<p>Noncompete: agreements upheld if they are reasonably restricted in time and geographic area, the restraint is no greater than necessary to protect the employer, is not unreasonably protective of the employer's business, and does not contravene public policy. Continued employment is adequate consideration for a promise not to compete.</p> <p>Blue Pencil: courts will reduce an overbroad noncompete to what's reasonably necessary to protect the employer's legitimate interest.</p>	<p><i>Briggs v. Butler</i>, 45 N.E.2d 757 (Oh. 1942) and <i>Lake Land Employment Group of Akron, LLC v. Columer</i>, 101 Ohio St. 3d 242, 804 N.E. 2d 27 (Oh. 2004).</p>
OK	<p>Noncompete: per statute, a noncompete in employment agreements are void and unenforceable. An employee who is a party to a noncompete may engage in a similar business conducted by a former employer as long as the employee does not directly solicit the sale of goods, services or a combination of goods and services from the established customers of the former employer.</p> <p>Blue Pencil: unsettled (noncompetes are void per statute).</p>	<p>15 Okla. Stat. § 219A.</p>
OR	<p>Noncompete: per statute, agreements must be entered into at the commencement of employment or upon a subsequent bona fide occupational advancement. A noncompete must be reasonable in duration and geographic area, supported by consideration, and must be reasonable.</p> <p>Blue Pencil: courts may modify a covenant with regard to duration and geographic area.</p>	<p>ORS 653.295 and <i>Olsten Corp. v. Sommers</i>, 534 F.Supp. 395 (D. Or. 1982); <i>Brinton Business Ventures, Inc. v. Searle</i>, Case No. 3:2016cv02279 (D.Or. 2017).</p>
PA	<p>Noncompete: agreements are not favored; however, they are enforceable if they are incident to an employment relationship between the parties, the restrictions are reasonably necessary to protect the employer, and the restrictions are reasonably limited in duration and geographic extent.</p> <p>Blue Pencil: courts may modify a noncompete in order to enforce only provisions reasonably necessary for the protection of the employer.</p>	<p><i>Hess v. Gebhard & Co.</i>, 570 Pa. 148, 157, 808 A.2d 912, 917 (2002); <i>Hillard v. Medtronic, Inc.</i>, 910 F.Supp. 2d 701 (M.D. Pa. 1995).</p>
RI	<p>Noncompete: agreements will be upheld if they are (1) ancillary to an otherwise valid agreement (employment contract, sale of business), (2) supported by adequate consideration, and (3) protective of a legitimate interest that they are designed to protect. Time and geographic restrictions will be enforced to the extent that they are reasonably necessary to protect a legitimate proprietary interest. A noncompete is not enforceable against: an employee classified as nonexempt under the Fair Labor Standards Act, undergraduate or graduate students participating in an internship or short-term employment with an employer, employees age eighteen or younger, or a low-wage employee.</p> <p>Blue Pencil: Unsettled.</p>	<p>R.I. Gen. Laws 28-59-3; <i>Durapin, Inc., v. American Products, Inc.</i>, 559 A.2d 1051, 1053 (R.I. 1989).</p>
SC	<p>Noncompete: agreements generally are valid only if is (1) necessary for the protection of the legitimate interest of the company; (2) is ancillary to a contract; (3) reasonably limited with respect to time and place; (4) not unduly harsh and oppressive in curtailing the legitimate efforts of the employee to earn a livelihood; (5) reasonable from the standpoint of sound public policy; and (6) supported by valuable "consideration."</p> <p>Blue Pencil: courts may modify a covenant when the unenforceable provision is severable.</p>	<p><i>Oxman v. Profit</i>, 126 S.E. 2d 852 (S.C. 1962); <i>Rockford Mfg., Ltd. v. Bennet</i>, 296 F.Supp.2d 681 (S.C. Dist. 2003).</p>
SD	<p>Noncompete: agreements may be enforceable if an employee and employer agree at the time of employment or at any time during employment that the employee won't engage directly or indirectly in the same business or profession as that of the employer for any period not exceeding two years. Also, a noncompete can stipulate that the employee won't solicit existing customers of the employer within a specified county, city, or other specified area for any period not exceeding two years. The state supreme court has determined that if an employee quits or is fired for good cause and the agreement meets the requirements of the statute, no further finding is necessary. If an employee is fired for no fault of his own, the court needs to go further to determine whether the agreement is reasonable. To do that the trial court must engage in a balancing test of competing interests.</p> <p>Blue Pencil: if the noncompete is worded such that the excessive restraint can be eliminated by crossing out a few of the words, the court will modify as such to make an enforceable noncompete provision.</p>	<p>SDCL 53-9-11 and <i>Central Monitoring Service v. Zakinski</i>, 1996 SD 116, 553 NW2d 513; <i>Igoe v. Atlas Ready-Mix, Inc.</i>, 134 N.W.2d 511 (N.D. 1965).</p>

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TN	<p>Noncompete: agreements are not favored but will be enforced if found to be reasonable under facts and circumstances of each case. If the noncompete was entered in good faith it will be enforced to the extent necessary to protect employer interest without imposing undue hardship on the employee or affecting public interest.</p> <p>Blue Pencil: Courts will modify a noncompete to the extent reasonable.</p>	<p><i>Hasty v. Rent-A-Driver, Inc.</i>, 671 S.W.2d 471 (Tenn. 1984); <i>Central Adjustment Bureau, Inc. v. Ingram</i>, 678 S.W.2d 28 (Tenn. 1984).</p>
TX	<p>Noncompete: per statute, agreements are enforceable if they are ancillary to or part of an otherwise enforceable agreement to the extent that they contain limitations as to time, geographical area, and scope of activity and are reasonable and don't impose a greater restraint than necessary to protect the business. There are specific provisions for noncompetes to be enforceable against licensed physicians.</p> <p>Blue Pencil: If the limitations aren't reasonable and impose a greater restraint than is necessary, a court can change the agreement to the extent necessary to render the noncompete enforceable.</p>	<p>Business & Commerce Code § 15.50; 15.51(c).</p>
UT	<p>Noncompete: agreements are determined on a case by case basis and will be enforced if they meet a four-part test: (1) is the agreement supported by consideration, (2) did the parties negotiate terms in good faith, (3) is the agreement necessary to protect the goodwill of the business or other legitimate business other than the desire to limit competition, and (4) is the agreement reasonable in its restrictions on time and area.</p> <p>Blue Pencil: unsettled</p>	<p><i>Kasco Servs. Corp. v. Benson</i>, 831 P.2d 86 (Utah 1992); <i>System Concepts, Inc. v. Dixon</i>, 669 P.2d 421 (Utah 1983); <i>Allen v. Rose Park Pharmacy</i>, 237 P.2d 823 (Utah 1951).</p>
VT	<p>Noncompete: agreements that are reasonable and justified will be enforced. What is reasonable under each of those categories is dependent on the nature of the work.</p> <p>In order for a noncompete to be reasonable, the employer must prove:</p> <ol style="list-style-type: none"> 1) The noncompete is not contrary to public policy; 2) The noncompete is necessary for the protection of the employer; and 3) The covenant is not unnecessarily restrictive of the rights of the employee. <p>Blue Pencil: unsettled.</p>	<p><i>Roy's Orthopedic v. Lavigne</i>, 454 A.2d 1242 (Vt. 1982); <i>Vt. Elec. Supply Co. v. Andrus</i>, 315 A.2d 456 (Vt. 1974).</p>
VA	<p>Noncompete: courts apply the following criteria to determine whether an agreement is valid and enforceable:</p> <ol style="list-style-type: none"> 1) Whether the restraint is no greater than necessary to protect the employer in some legitimate business interest; 2) Whether the restraint is not unduly harsh and oppressive in curtailing the employee's legitimate efforts to earn a livelihood; and 3) Whether the restraint is reasonable from a public policy standpoint. <p>Blue Pencil: courts WILL NOT modify a noncompete to render it enforceable.</p>	<p><i>New River Media Group, Inc. v. Knighton</i>, 429 S.E. 2d 25 (Va. 1993); <i>Lanmark Tech., Inc. v. Canales</i>, 454 F.Supp.2d 524 (E.D. Va. 2006).</p>
WA	<p>Noncompete: per statute, agreements are void and unenforceable against an employee unless the employee earns more than \$100,000.00 annually. Additionally, the terms of the noncompete must be disclosed at the time of the acceptance of the offer of employment. If the noncompete is entered after the commencement of employment it must be supported by independent consideration. If the employee is terminated as the result of a layoff, the noncompete must include compensation equal to base salary for the period of enforcement minus compensation earned through subsequent employment during period of enforcement. Any noncompete exceeding a period of 18 months after termination is unreasonable and unenforceable. Noncompetes are unenforceable against independent contractors unless the independent contractor earns more than \$250,000.00 annually.</p> <p>A noncompete signed by an employee or independent contractor that is Washington-based is void and unenforceable if it requires adjudication outside of Washington.</p> <p>Blue Pencil: courts will partially enforce or modify an overbroad noncompete.</p>	<p>Wash. H.B. 1450; <i>Sheppard v. Blackstock Lumber Co.</i>, 540 P.2d 1373 (Wash. Ct. App. 1975).</p>

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WV	<p>Noncompete: agreements are enforceable if there is consideration, ancillary to a lawful contract, the covenant is reasonable and no greater than necessary to protect the interests of the employer, and it does not offend public policy. The noncompete must not impose an undue hardship on the employee.</p> <p>Blue Pencil: courts may modify to the extent reasonable to render noncompete enforceable.</p>	<p><i>Reddy v. Community Health Foundation</i>, 171 W. Va. 368, 298 S.E.2d 906 (1982); <i>Gant v. Hyggeia Facilities Found.</i>, 384 S.E.2d 842, 844 (W. Va. 1989).</p>
WI	<p>Noncompete: per statute, agreements will be enforceable only if the restrictions are reasonably necessary for the protection of the employer. In considering the enforceability of a noncompete, state courts will consider the following factors: (1) the agreement must be necessary for the employer's protection; (2) it must provide a reasonable time period (normally no more than two years); (3) it must cover a reasonable territory; (4) it must not be unreasonable as to the employee; and (5) it must not be unreasonable as to the general public.</p> <p>Blue Pencil: courts WILL NOT modify an overbroad noncompete. Rather, if any part of the agreement is found to be unreasonable, the entire agreement is void</p>	<p>Wis. Stat. 103.465.</p>
WY	<p>Noncompete: agreement will be enforceable if:</p> <ol style="list-style-type: none"> 1) It is no greater than necessary for the protection of the employer; 2) It does not impose undue hardship on the employee; and 3) Is not injurious to the public. <p>A noncompete must be in writing, part of an employment contract, based on valid consideration, reasonable in duration and geography and not against public policy.</p> <p>Blue Pencil: courts will modify a noncompete to render it enforceable.</p>	<p><i>Hopper v. All Pet Animal Clinic</i>, 861 P.2d 531 (Wyo. 1993); <i>Ridley v. Krout</i>, 180 P.2d 124, 129 (Wyo. 1947).</p>