



29TH ANNUAL
LABOR AND EMPLOYMENT LAW CONFERENCE

**TRADE SECRET AND NON-
COMPETE UPDATE**

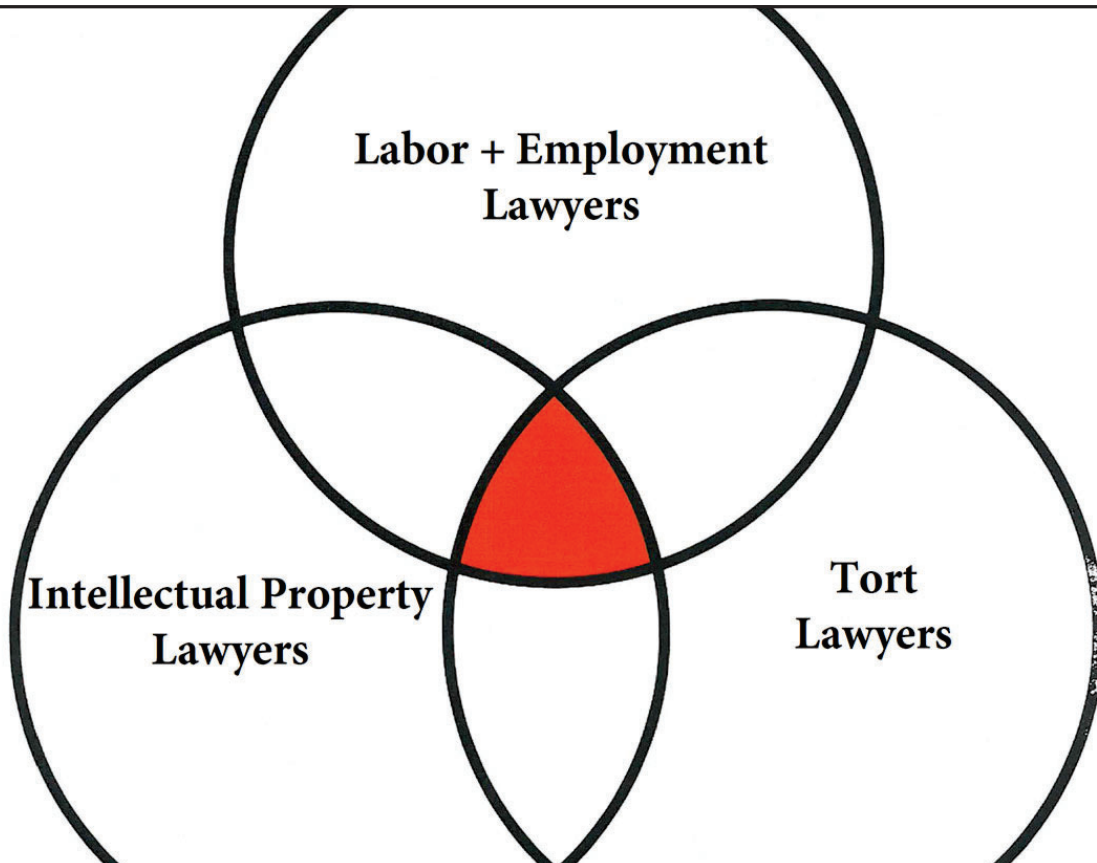
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Can feel like...



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Refresher on Non-Compete Principles

- Restriction on Trade → **Strictly Construed** Tex. Bus. & Com. Code § 15.50 have **reasonable** restrictions:
 - **time limitations**
 - **geographical restrictions**, and
 - **scope of activity limitations**; and
- No more restrictive than necessary to protect the goodwill/other legitimate business interest of the employer
- Enforced as written?
- **Former employers do not “own their brain” and cannot restrict** use of **general education, knowledge, skills, & experience**, even if gained during employment

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Planning for the Non-Compete Injunction Hearing-- Employer

- What is most important?
- What is “fall back” if reformation?
- Could that preclude damages?
- Contract Damages Are Available
 - Lost profits
 - Costs to restore goodwill

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Irreparable Injury

- Imminent risk of injury is required
- Must prove injury is irreparable
- Proof damages cannot be reasonably calculated
- Valid cause(s) of action



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