



29TH ANNUAL

LABOR AND EMPLOYMENT LAW CONFERENCE

TRADE SECRET AND NON- COMPETE UPDATE

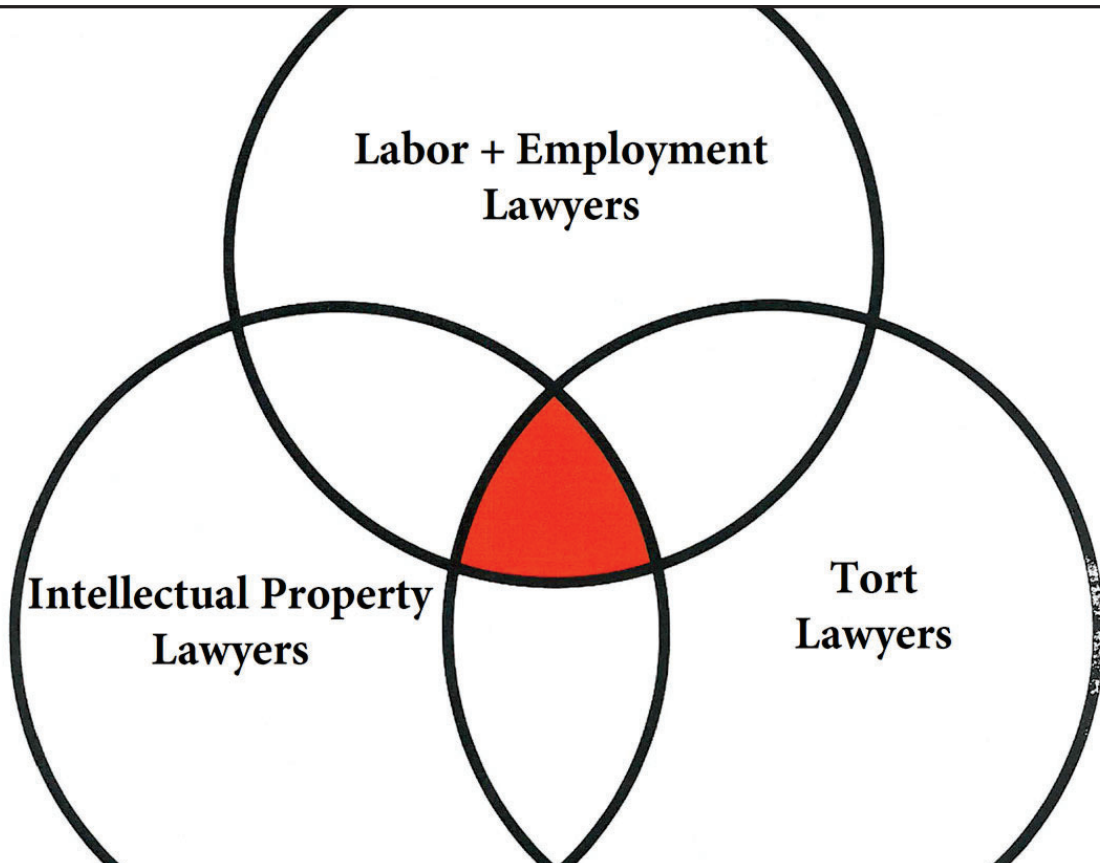
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1



2

Can feel like...



3

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

4

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

5

Irreparable Injury

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



6

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