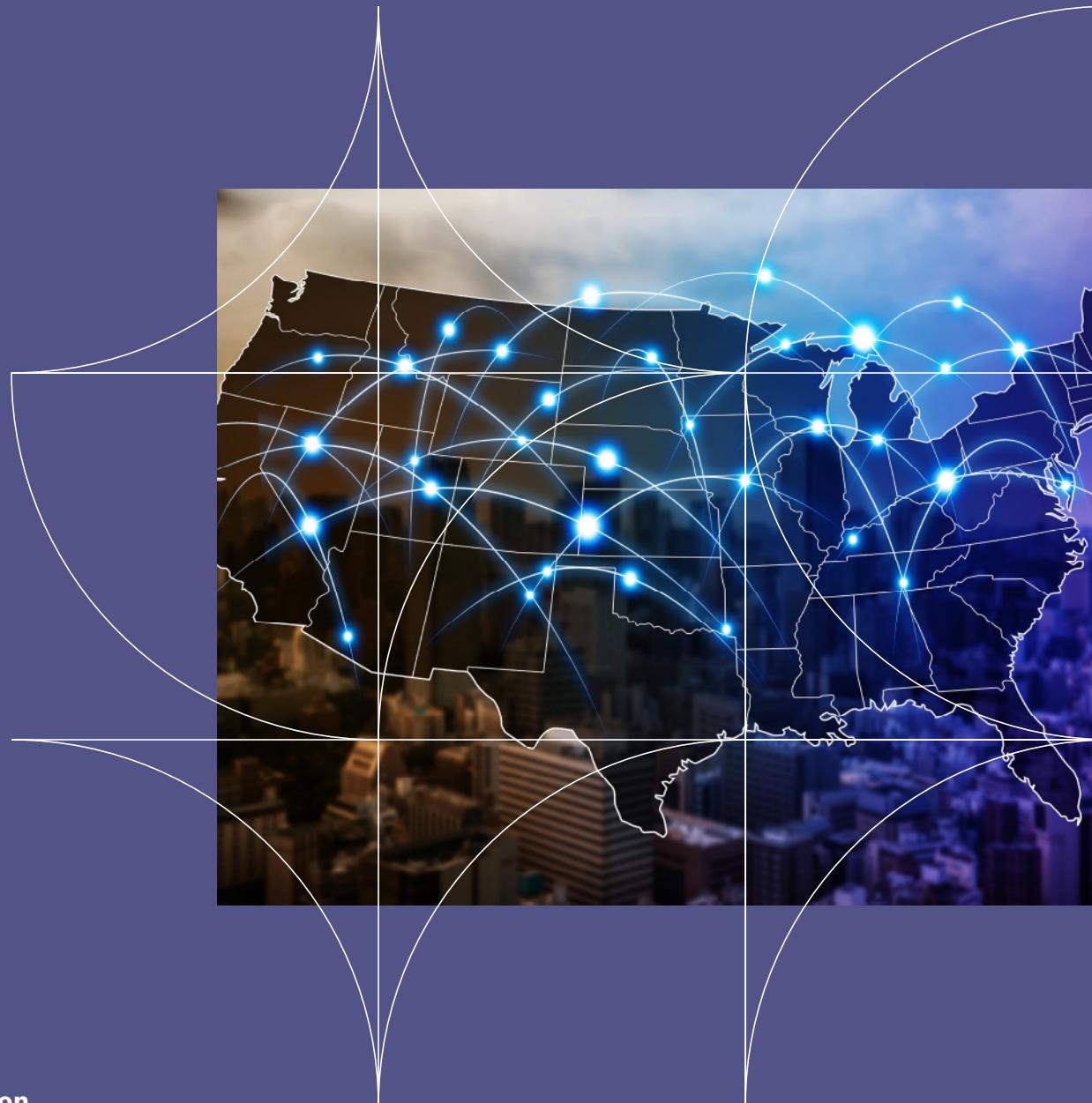




50 State Desktop Reference

What Businesses Need to Know about Non-Competes and Trade Secrets Law



2025-2026 Edition



Introduction

- By Michael Wexler, Dawn Mertineit, and Marcus Mintz

As we navigate a rapidly evolving business and legal landscape, Seyfarth proudly presents the latest edition of our flagship publication, the 50-State Non-Compete Desktop Reference. Crafted with precision by our nationally acclaimed Trade Secrets, Computer Fraud, and Non-Competes practice group, this essential guide equips businesses with the insights needed to manage the complexities of non-compete and trade secrets law across the United States.

With significant regulatory activity on the horizon—including the FTC's ongoing focus on non-competes and continued developments at both the federal and state levels—this reference is an indispensable tool to help businesses stay ahead. Whether adapting to emerging federal workforce mobility policies or navigating rapidly evolving state laws, this guide provides the strategic clarity needed to maintain compliance with confidence.

We continue to see groundbreaking legal changes reshape how organizations protect their competitive advantages. The intersection of shifting work models—particularly the continued rise of remote and hybrid arrangements—and accelerating technological innovation has created both new challenges and new opportunities. To help you stay ahead, our team has diligently tracked these developments, ensuring you have the most current, practical, and actionable information to make well-informed strategic decisions.

Building on our expanded analysis of key trends, including the heightened scrutiny of non-compete agreements and shifting legislative frameworks, this year's guide offers enhanced insights into compliance strategies and risk mitigation.

In today's innovation-driven world, protecting intellectual property, trade secrets, and valuable client relationships is more essential than ever. Seyfarth's Trade Secrets, Computer Fraud, and Non-Competes practice group is here to guide you, offering strategic counsel, seamless transactional support, comprehensive trade secret audits, and dynamic litigation strategies to safeguard your interests.

Our commitment to client success has earned us recognition from *The Legal 500 USA*, *Chambers USA*, *IAM Patent 1000*, and *WIPR*, which

consistently honors us as a leading practice. These accolades reflect our dedication to delivering tailored, forward-thinking strategies that address the evolving needs of your organization. Stay ahead of emerging trends by exploring our widely respected Trading Secrets Blog at www.tradesecretslaw.com, where our attorneys provide real-time insights into trade secrets, non-compete law, unfair competition, and data protection. Our interactive webinars further extend this commitment to innovation, empowering you with the knowledge to navigate today's challenges.

In an era of constant change, collaboration is key. We invite you to join our upcoming webinars and events to connect with our experienced attorneys and gain fresh perspectives on the issues shaping your business by subscribing to our Trading Secrets Blog and Trade Secrets & Non-Competes mailing list. Whether you need guidance or tailored advice, our team is ready to deliver actionable solutions.

As the landscape evolves, Seyfarth's Trade Secrets, Computer Fraud, and Non-Competes team is proud to be your trusted partner. We value your confidence and look forward to achieving new milestones together.

ACKNOWLEDGEMENT AND GRATITUDE

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We also extend our sincere gratitude to Kate Perrelli for her years of leadership, vision, and commitment to this publication.

Meet the Lead Counsel Behind Seyfarth's 50-State Non-Compete Desktop Reference

Non-compete laws continue to evolve rapidly across the United States. Seyfarth's Trade Secrets, Computer Fraud & Non-Competes Practice Group provides practical, forward-looking guidance to help employers navigate this changing landscape. This guide is informational only; for customized advice, please contact any of the attorneys below.



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AL | Alabama

Are employee non-competes allowable?	Yes, but certain exceptions for professionals. The employer-employee relationship must exist at the time the agreement is executed. Restraints of 2 years or less are presumed to be reasonable. Ala. Code § 8-1-190 et seq. (General) Ala. Code of Ethics for Mediators Stnd. 11 (Mediators)
State statutes governing or limiting restrictive covenants for healthcare workers	No, although Alabama common law generally holds that non-competes with physicians and physical therapists are unenforceable.
Are employee non-solicitation agreements allowable?	Yes, but only when the restriction prohibits the solicitation or hiring of employees who hold positions that are “uniquely essential” to the management, organization, or service of the business.
Are customer non-solicitation agreements allowable?	Yes, restraints of 18 months or for as long as post-separation consideration is paid for such agreement, whichever is greater, are presumed to be reasonable. Ala. Code § 8-1-190
Continued employment sufficient consideration?	Yes, but the employment relationship must exist at the time of execution; non-competes signed before the employment relationship begins are unenforceable.
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Not specifically decided, but likely yes
Adopted the UTSA?	Yes Ala. Code. § 8-27-1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	2 years (ATSA) Ala. Code § 8-27-5 6 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no, but Alabama law provides that Alabama law shall be applied instead of any foreign laws that might otherwise be applicable in those instances when the application of those foreign laws would violate a fundamental public policy expressed in the Restrictive Covenant Act. Ala. Code § 8-1-197.

AK | Alaska

Are employee non-competes allowable?	Yes
State statutes governing or limiting restrictive covenants for healthcare workers	No.
Are employee non-solicitation agreements allowable?	Not yet decided, but likely yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Not yet decided
Blue penciling or reformation permissible?	Reformation.
Enforceable against discharged employees?	Not yet decided
Adopted the UTSA?	Yes Alaska. Stat. §§ 45.50.910 to 945
Applicable statute of limitations (UTSA and breach of contract)	3 years (ATSA) Alaska Stat. § 45.50.925 3 years Alaska Stat. § 09.10.053
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

AZ | Arizona

Are employee non-competes allowable?	Yes, except for certain broadcasting employees. Ariz. Rev. Stat. § 23-494 (Broadcast Employees)
State statutes governing or limiting restrictive covenants for healthcare workers	No.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Blue pencil.
Enforceable against discharged employees?	Not yet officially decided; however, dicta suggests that they are.
Adopted the UTSA?	Yes Ariz. Rev. Stat. §§ 44-401 to 44-407
Applicable statute of limitations (UTSA and breach of contract)	3 years (AUTSA) Ariz. Rev. Stat. § 44-406 6 years (written contract) 3 years (oral contract) Ariz. Rev. Stat. §§ 12-543 and 12-548
Adopted inevitable disclosure doctrine?	Not yet decided, but may apply.
Restrictive covenants extended for violation?	Unclear
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

AR | Arkansas

Are employee non-competes allowable?	Yes, except for physicians Ark. Code § 4-75-101
State statutes governing or limiting restrictive covenants for healthcare workers	Yes. Ark. Code § 4-75-101(k) (Effective: 8/5/25)
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes for agreements entered into on or after July 22, 2015
Blue penciling or reformation permissible?	Varies based on when the agreement was signed: <ul style="list-style-type: none"> • Blue Pencil Only - Agreements signed pre-7/22/15 or an agreement with a person holding a professional license under Arkansas Code Title 17, Subtitle 3 (medical professions) • Reformation - Agreements signed on or after 7/22/15
Enforceable against discharged employees?	Not addressed since enactment of the statute; prior cases suggest restrictive covenants are not enforceable if an employer terminates an employee without cause.
Adopted the UTSA?	Yes but slightly modified Ark. Code § 4-75-601 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (ATSA) Ark. Code § 4-75-603 5 years (written contract) Ark. Code § 16-56-111 3 years (oral contract) Ark. Code § 16-56-105
Adopted inevitable disclosure doctrine?	Yes, with limitations.
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

CA | California

Are employee non-competes allowable?	No
State statutes governing or limiting restrictive covenants for healthcare workers	While California law generally prohibits the use of all employee non-competes, beginning January 1, 2026, contracts involving the management of physician and dental practices with certain private equity and hedge funds may not include any clause barring any provider from competing with that practice in the event of a termination or resignation. Contracts for the sale of a business, however, may include a valid noncompete agreement. Cal. Health & Safety Code § 1191(d).
Are employee non-solicitation agreements allowable?	No
Are customer non-solicitation agreements allowable?	Generally no, but there may be a trade secret exception.
Continued employment sufficient consideration?	Likely no
Blue penciling or reformation permissible?	Typically no, in employment context; blue pencil with respect to sale of a business exception, though limited in scope.
Enforceable against discharged employees?	No
Adopted the UTSA?	Yes Cal. Civ. Code §§ 3426.1 to 3426.11
Applicable statute of limitations (UTSA and breach of contract)	3 years (CUTSA) Cal. Civ. Code § 3426.6 4 years (written contract) Cal. Civ. Proc. Code § 337 2 years (oral contract) Cal. Civ. Proc. Code § 339
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Likely no
Penalties for violation of restrictive covenant statute?	Yes, though the full scope of penalties is currently unclear. At a minimum, employees, former employees, and prospective employees may be entitled to injunctive relief, actual damages, and recovery of attorneys' fees and costs for violations of Cal. Bus. & Prof. Code §§ 16600 and 16600.1 (ban on non-compete agreements and unlawful restraints on trade). Note that contracts voided under Cal. Bus. & Prof. Code §§ 16600 and 16600.1 could potentially be invalidated in their entirety, though this

CA | California

	<p>remains unclear as an application is unproven. Cal. Bus. & Prof. Code § 16600.5.</p> <p>Injunctive relief and fees may be recovered for requiring a California employee to sign an employment contract requiring that the employee adjudicate California claims outside of California, with limited exceptions. Cal. Lab. Code § 925.</p>
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	<p>Yes, employers must notify current employees whose contracts include a noncompete clause that does not fall into an exception, and former employees employed after January 1, 2022, who were required to enter a noncompete agreement that does not fall into an exception, that the noncompete is void (originally required by February 14, 2024; unclear impact on businesses who failed to comply by that date)</p> <p>Cal. Bus. & Prof. Code § 16600.1</p>
Prohibitions on foreign venue / choice-of-law provision?	<p>Yes, employment contracts are generally prohibited from requiring California employees to adjudicate claims arising in California outside of California or under non-California law, with limited exceptions.</p> <p>Cal. Lab. Code § 925</p>

CO | Colorado

Are employee non-competes allowable?	Yes, but only for highly compensated employees, excluding non-competes that restrict the practice of medicine, advanced practice registered nursing, and dentistry. Colo. Rev. Stat. § 8-2-113 (Highly Compensated Workers & Physicians)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Colo. Rev. Stat. § 8-2-113 (Effective: 8/6/25)
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, with limitations based on wage thresholds.
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Blue pencil (discretionary)
Enforceable against discharged employees?	Not yet decided, but the employer may not be able to enforce an otherwise enforceable restrictive covenants if it breaches the employment agreement.
Adopted the UTSA?	Yes Col. Rev. Stat. § 7-74-101 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (CUTSA) Colo. Rev. Stat. § 7-74-107 3 years Colo. Rev. Stat. § 13-80-101
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	Class 2 misdemeanor punishable by up to 120 days in jail and/or a fine of up to \$750, plus civil damages of \$5,000 per worker harmed by a violation. Colo. Rev. Stat. § 8-2-113
Wage thresholds for restrictive covenants?	Non-competes: \$130,014 (adjusted annually for inflation) Non-solicits: \$78,008.40/year (60% of non-compete threshold; adjusted annually for inflation)
Notice requirements for use of restrictive covenant?	For prospective workers, employers must provide notice before the worker accepts an offer of employment. For current workers, employers must provide notice at least two weeks

CO | Colorado

	<p>before the earlier of</p> <ol style="list-style-type: none">1. the effective date of the restrictive covenant or2. the effective date of the additional consideration to be provided <p>Additionally, employers must include the notice in a separate agreement, signed by the employee, which identifies the restrictive covenant agreement by name, directs the employee to specific paragraphs containing the non-compete or customer non-solicit, and "state that the agreement contains a covenant not to compete that could restrict the workers' options for subsequent employment following their separation from the employer."</p>
Prohibitions on foreign venue / choice-of-law provision?	<p>Non-compete agreements entered into after August 10, 2022: Yes</p> <p>Non-compete agreements entered into before August 10, 2022: No</p> <p>Colo. Rev. Stat. § 8-2-113</p>

CT | Connecticut

Are employee non-competes allowable?	Yes, except certain professionals Conn. Gen. Stat. § 20-14p (Physicians) Conn. Gen. Stat. § 20-101d (Advanced Practice Registered Nurses) Conn. Gen. Stat. § 20-12k (Physician Assistants) Conn. Gen. Stat. § 20-681 (Homemaker, Companion, and Home Health Services) Conn. Gen. Stat. § 31-50a (Security Guards) Conn. Gen. Stat. § 31-50b (Broadcast Industry)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Conn. Gen. Stat. § 20-14p (Physicians) Conn. Gen. Stat. § 20-101d (Advanced Practice Registered Nurses) Conn. Gen. Stat. § 20-12k (Physician Assistants)
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	A promise of indefinite, continued employment for an at-will employee may be adequate consideration, but the CT Supreme Court has suggested that this is a fact-dependent inquiry.
Blue penciling or reformation permissible?	Blue pencil, although some cases suggest judicial modification is appropriate.
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Conn. Gen. Stat. § 35-50 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (CTSA) 6 years
Adopted inevitable disclosure doctrine?	Yes
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

DE | Delaware

Are employee non-competes allowable?	Yes, except certain professionals Del. Code tit. 6, § 2707 (Physicians)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Del. Code tit. 6, § 2707
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation (but typically referred to as "blue pencil"). While Delaware courts have the discretionary power to reform overbroad restrictive covenants, they are increasingly declining to do so, especially when the terms are exceptionally broad and the provisions are not tailored to a company's legitimate interests.
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Del. Code tit. 6, § 2001 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (DTSA) 3 years
Adopted inevitable disclosure doctrine?	Yes
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

DC | District of Columbia

Are employee non-competes allowable?	Yes but only for "highly compensated employees" D.C. Code §§ 32-581.01 <i>et seq.</i>
State statutes governing or limiting restrictive covenants for healthcare workers	Yes (separate wage threshold for highly compensated employees who are medical specialists) D.C. Code §§ 32-581.01 to 32-581.03
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Likely, yes, if employment continued for sufficient duration
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	No
Adopted the UTSA?	Yes D.C. Code § 36-401 <i>et seq.</i>
Applicable statute of limitations (UTSA and breach of contract)	3 years (DCUTSA) 3 years
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	Yes, administrative and civil penalties.
Wage thresholds for restrictive covenants?	Yes, non-competes are only permitted for individuals making more than \$162,164 annually or \$270,274 for medical specialists (adjusted annually).
Notice requirements for use of restrictive covenant?	Yes, employers must provide the non-compete provision, in writing, at least 14 days before: <ul style="list-style-type: none"> • The employment commences, or • If the employer already employs the highly compensated employee, before the employee must execute the agreement. An employer must provide the following notice to the employee whenever a non-compete provision is proposed to the employee: <p style="padding-left: 40px;">"The District's Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from highly compensated employees, as that term is defined in the Ban on Non-Compete Agreements Amendment Act of 2020, under certain conditions. [Name</p>

DC | District of Columbia

	<p>of employer] has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES)."</p> <p>§§ 32-581.03 and 32-581.03(a)</p>
Prohibitions on foreign venue / choice-of-law provision?	No

FL | Florida

Are employee non-competes allowable?	Yes, except certain professionals with additional exceptions. Fla. Stat. § 542.335 (General) Fla. Stat. § 542.41 <i>et seq</i> (CHOICE Act, Garden leave agreements; eff. 7/1/25) Fla. Stat. § 542.336 (Physicians) Fl. St. Mediator R. 10.680 (Mediators)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Fla. Stat. § 542.336
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Courts are required to reform overbroad covenants.
Enforceable against discharged employees?	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract.
Adopted the UTSA?	Yes Fla. Stat. § 688.001 <i>et seq</i> .
Applicable statute of limitations (UTSA and breach of contract)	3 years (FUTSA) Fla. Stat. § 688.007 5 years Fla. Stat. § 95.11
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	Yes; prevailing party under Fla. Stat. §§ 542.44 and 542.45 (CHOICE Act, eff. 7/1/25) entitled to reasonable attorneys' fees and costs.
Wage thresholds for restrictive covenants?	No, however, employers who wish to take advantage of the Florida CHOICE Act can do so only with respect to covered employees who meet the compensation thresholds under that statute. Under the CHOICE Act, covered employees are employees or independent contractors - excluding health care practitioners - who earn or are expected to earn a salary greater than twice the annual mean wage of the Florida county in which the covered employer has its principal place

FL | Florida

	of business, or the Florida county in which the employee resides if the principal place of business is out of state. Fla. Stat. § 542.41 <i>et seq.</i> (eff. 7/1/25).
Notice requirements for use of restrictive covenant?	<p>In general, no, however employers who wish to take advantage of the Florida CHOICE Act must comply with certain notice provisions with respect to covered employees. Employers must provide the proposed noncompete agreement, in writing, to</p> <ul style="list-style-type: none">• Prospective covered employees - at least 7 days before the offer expires, or• Current covered employees - at least 7 days before the date that the offer to enter into a covered non-compete agreement expires. <p>Covered non-compete agreements are fully enforceable if</p> <ul style="list-style-type: none">• Employees are advised, in writing, of the right to seek counsel before executing the noncompete agreement and provided with the requisite 7-day notice described above,• A covered employee acknowledges, in writing, that in the course of their employment, the covered employee will receive confidential information or customer relationships, and• If applicable, the covered non-compete agreement provides that the noncompete period is reduced day-for-day by any nonworking portion of the notice period under a covered garden leave agreement <p>Fla. Stat. § 542.41 <i>et seq.</i> (eff. 7/1/25)</p>
Prohibitions on foreign venue / choice-of-law provision?	No

GA | Georgia

Are employee non-competes allowable?	Yes O.C.G.A. § 13- 8-50 et seq.
State statutes governing or limiting restrictive covenants for healthcare workers	No.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Varies based on when the agreement was signed <ul style="list-style-type: none"> • Pre-5/11/11 - No blue pencil or reformation • On or after 5/11/11 –blue pencil and potentially reformation, provided that the reformation does not make the covenant more restrictive to the employee than the original language of the covenant. O.C.G.A. § 13- 8-54
Enforceable against discharged employees?	Yes, but for agreements entered into prior to 5/11/11, the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract.
Adopted the UTSA?	Yes, but modified O.C.G.A. § 10- 1-760 et seq.
Applicable statute of limitations (UTSA and breach of contract)	5 years (GUTSA) O.C.G.A. § 10- 1-766 6 years O.C.G.A. § 9-3-24
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	No, absent an express tolling provision (and only in limited circumstances with an expressed tolling provision)
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	• No for covenants executed after May 11, 2011, although Georgia Supreme Court has clarified that Georgia law should be used to determine whether a restrictive covenant contractually governed by a

GA | Georgia

foreign choice-of-law provision violates Georgia public policy, and may blue pencil if so to allow partial enforcement of the agreement

- Georgia will invalidate forum-selection and choice of law provisions for covenants executed before May 11, 2011

HI | Hawaii

Are employee non-competes allowable?	Yes, but certain exceptions for employees in information technology Haw. Rev. Stat. § 480-4(d) (Information Technology Businesses)
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes, except for employees in the information technology sector Haw. Rev. Stat. § 480-4(d)
Are customer non-solicitation agreements allowable?	Likely yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Unclear
Enforceable against discharged employees?	Not yet decided
Adopted the UTSA?	Yes Haw. Rev. Stat. § 482B-1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (HUTSA) Haw. Rev. Stat. § 482B-7 6 years Haw. Rev. Stat. § 657-1
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Unclear
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

ID | Idaho

Are employee non-competes allowable?	Yes, as to "key employees" and "key independent contractors." Idaho Code §§ 44-2701 to 2704
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes, but a post-employment restriction is limited to 18 months unless supported by additional consideration beyond employment or continued employment. Idaho Code § 44-2704
Blue penciling or reformation permissible?	Both are permissible, but there are no reported cases of courts making these modifications.
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Idaho Code § 48-801 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (ITSA) Idaho Code § 48-805 4 years (oral contract) 4 years (breach of sale) 5 years (written contract) Idaho Code §§ 5-216, 5-217, and 28-2-725 (https://legislature.idaho.gov/statutesrules/idstat/title28/t28ch2/sect28-2-725/#:-:text=28%2D2%2D725.,failure%20or%20neglect%20to%20prosecute.)
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Unclear
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Not yet decided, but likely no

IL | Illinois

Are employee non-competes allowable?	Yes, subject to income-based restrictions and for certain professionals. 820 Ill. Comp. Stat. 90 (General) 820 Ill. Comp. Stat. 17/10(a) (Broadcaster Industry Employees) 225 Ill. Comp. Stat. 510/14(g) (Nurses and Certified Nurse Aides)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes 820 Ill. Comp. Stat. 90/10(e) 225 Ill. Comp. Stat. 510/14(g)
Are employee non-solicitation agreements allowable?	Yes, subject to income-based restrictions. Additionally, (a) non-solicitation agreements with a person employed in construction are void and illegal, and (b) effective January 1, 2025, non-solicitation agreements are unenforceable if likely to result in an increase in cost or difficulty for any veteran or first responder seeking mental health services from a mental health professional licensed in IL. 820 Ill. Comp. Stat. 90/10(e), (f).
Are customer non-solicitation agreements allowable?	Yes, subject to income-based restrictions. Additionally, (a) non-solicitation agreements with a person employed in construction are void and illegal, and (b) effective January 1, 2025, non-solicitation agreements are unenforceable if likely to result in an increase in cost or difficulty for any veteran or first responder seeking mental health services from a mental health professional licensed in IL. 820 Ill. Comp. Stat. 90/10(e), (f).
Continued employment sufficient consideration?	Neither continued nor initial offer of employment alone is sufficient consideration for restriction on its own. Adequate consideration means 1. The employee worked for the employer for at least 2 years after the employee signed an agreement containing a covenant not to compete or a covenant not to solicit, or 2. The employer otherwise provided consideration adequate to support an agreement to not compete or to not solicit, which can consist of a period of employment plus additional professional or financial benefits, or merely professional or financial benefits adequate by themselves. 820 ILCS 90/5
Blue penciling or reformation permissible?	Reformation permitted but statute cautions against "extensive" modification of restrictions.

IL | Illinois

	820 ILCS 90/35
Enforceable against discharged employees?	No, if without cause Yes, with cause (with some exceptions for COVID-related furlough)
Adopted the UTSA?	Yes 765 Ill. Comp. Stat. 1065/1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	5 years (ITSA) 765 Ill. Comp. Stat. 1065/7 10 years (written) 5 years (oral) 735 Ill. Comp. Stat. 5/13-205 to 206
Adopted inevitable disclosure doctrine?	Yes, however generally disfavored.
Restrictive covenants extended for violation?	Generally, no
Penalties for violation of restrictive covenant statute?	Automatic fee-shifting if employee prevails in suit to enforce restrictive covenants, or attorney general enforcement for "pattern and practice" of unenforceable agreements 820 Ill. Comp. Stat. 90/25 and 90/30
Wage thresholds for restrictive covenants?	Currently \$75,000 for non-competes and \$45,000 for non-solicits, set to increase every 5 years. The next increase will be in 2027.
Notice requirements for use of restrictive covenant?	14 days prior to start of employment or effective date, and employee must be advised in writing to consult with an attorney regarding restrictions prior to entering into them 820 Ill. Comp. Stat. 90/20
Prohibitions on foreign venue / choice-of-law provision?	Effective January 1, 2026 - Amended Workplace Transparency Act prohibits unilateral application of non-Illinois law to Illinois-based claims or clauses that require adjudication of Illinois claims outside the state. If agreement covers IL-based claims or "all claims" related to employment instead of just restrictive covenants, foreign venue and choice-of-law may be invalidated

IN | Indiana

Are employee non-competes allowable?	Yes, except for certain professionals Ind. Code § 25-22.5-5.5 (Physicians)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Ind. Code § 25-22.5-5.5 et seq.
Are employee non-solicitation agreements allowable?	Yes, but limited to employees with competitively-valuable information or other protectable interest.
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Blue pencil
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Ind. Code § 24-2-3-1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (IUTSA) Ind. Code § 24-2-3-7 10 years Ind. Code § 34-11-2-11
Adopted inevitable disclosure doctrine?	Generally, but application is disfavored
Restrictive covenants extended for violation?	Yes, where contract permits extension
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

IA | Iowa

Are employee non-competes allowable?	Yes, but exceptions for health care and mental health professionals. Iowa Code § 135Q.1-2 (Healthcare Employment Agency Workers) Iowa Code § 147.161 (Mental Health Professionals)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Iowa Code §§ 135Q.1-3 and 147.161
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	No, if without cause Yes, with cause
Adopted the UTSA?	Yes Iowa Code § 550.1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (IUTSA) Iowa Code § 550.8 10 years Iowa Code § 614.1(5)
Adopted inevitable disclosure doctrine?	Not expressly adopted, but likely yes
Restrictive covenants extended for violation?	Time period may be extended for violation so as to accomplish full and complete justice between the parties
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

KS | Kansas

Are employee non-competes allowable?	Yes
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes Kan. Stat. § 50-163(c)(4).
Are customer non-solicitation agreements allowable?	Yes Kan. Stat. § 50-163(c)(5).
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation Kan. Stat. § 50-163(b)
Enforceable against discharged employees?	Likely, yes
Adopted the UTSA?	Yes Kan. Stat. §§ 60-3320 to 3330
Applicable statute of limitations (UTSA and breach of contract)	3 years (KUTSA) Kan. Stat. § 60-3325 5 years Kan. Stat. § 60-511
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Yes, where contract permits
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

KY | Kentucky

Are employee non-competes allowable?	Yes, but exceptions for healthcare employment agency workers Ky. Rev. Stat. § 216.724 (Healthcare Employment Agency Workers)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Ky. Rev. Stat. § 216.724
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable
Adopted the UTSA?	Yes Ky. Rev. Stat. § 365.880 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (KTSA) Ky. Rev. Stat. § 365.890 10 years (breach of contract executed after July 15, 2014) 15 years (breach of contract executed on or before July 15, 2014)
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no, as long as the provision is reasonable and does not violate Kentucky public policy.

LA | Louisiana

Are employee non-competes allowable?	Yes, if limited to specified parishes or municipalities; the employer-employee relationship must exist at the time the agreement is executed; must not extend beyond two years. La. Stat. § 23:921 (General) La. Stat. § 23:921(l) (Automobile Salespeople) La. Stat. § 23:921(M - O) (Primary Care Physicians & Other Physicians) La. Stat. § 37:1448.1 (Real Estate Brokers)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes La. Stat. § 23:921(M – O)
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, if limited to specified parishes or municipalities
Continued employment sufficient consideration?	For agreements entered into on or after September 3, 1989, yes
Blue penciling or reformation permissible?	Blue pencil only; agreement must contain a severability clause
Enforceable against discharged employees?	Likely yes.
Adopted the UTSA?	Yes La. Stat. § 51:1431 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (LUTSA) La. Stat. § 51:1436 10 years La. Civ. Code art. 3499
Adopted inevitable disclosure doctrine?	Not yet decided, though federal district court concluded it would violate Louisiana public policy.
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Yes, choice of law and forum selection clauses are void unless expressly, knowingly, and voluntarily agreed to and ratified by the employee after the occurrence of the incident which is the subject of a civil or administrative action.

ME | Maine

Are employee non-competes allowable?	Yes, with exceptions for certain professionals and with wage thresholds. Also, non-competes cannot be enforced unless an employee is employed at least one year or at least 6 months after signing the agreement, whichever is longer. Me. Stat. tit. 26, § 599-A (General statute - for agreements entered into or renewed on or after September 18, 2019) Me Stat. tit. 26, § 599 (Broadcast Industry) Me. Stat. tit. 26, § 599-A(3)(B) (Veterinarians)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Me. Stat. tit. 26, § 599-A(5)
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes, if within income guidelines and the employee was employed at least one year or at least six months after signing the agreement, whichever is longer.
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Likely yes
Adopted the UTSA?	Yes Me. Stat. tit. 10, § 1541 et seq.
Applicable statute of limitations (UTSA and breach of contract)	4 years (MUTSA) Me. Stat. tit. 10, § 1547 6 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	Yes, fine of not less than \$5,000 may be imposed if an employer fails to comply with wage threshold or notice requirement.
Wage thresholds for restrictive covenants?	Yes, employer may not require or permit an employee earning wages at or below 400% of the federal poverty level (https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines), currently \$63,840 in 2026, to enter into a non-compete agreement.
Notice requirements for use of restrictive covenant?	Yes, an employer must provide a prospective employee notice of

ME | Maine

	noncompete at least 3 business days before the deadline to sign the agreement.
Prohibitions on foreign venue / choice-of-law provision?	No

MD | Maryland

Are employee non-competes allowable?	Yes, subject to wage thresholds, and with exceptions for certain professions Md. Code, Lab. & Empl. § 3-716
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Md. Code, Lab. & Empl. § 3-716
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Blue pencil
Enforceable against discharged employees?	Generally, no
Adopted the UTSA?	Yes Md. Code, Com. Law § 11-1201 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (MUTSA) Md. Code, Com. Law § 11-1206 3 years
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	Non-competes are prohibited for employees earning less than 150% of the state minimum wage rate under Md. Code, Lab. & Empl. § 3-413, which is currently \$22.50.
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

MA | Massachusetts

Are employee non-competes allowable?	<p>Yes, with exceptions for certain professional industries, and after October 1, 2018, nonexempt employees, students, employees terminated without cause or laid off, and employees aged 18 or younger. Agreements dated prior to October 1, 2018 are governed by common law.</p> <p>Mass. Gen. Laws ch. 149, § 24L (General statute governing agreements dated on or after 10/1/18)</p> <p>Mass. Gen. Laws ch. 112, § 74D (Nurses)</p> <p>Mass. Gen. Laws ch. 112, § 12X (Physicians)</p> <p>Mass. Gen. Laws ch. 112, § 129B (Psychologists)</p> <p>Mass. Gen. Laws ch. 112, § 135C (Social Workers)</p> <p>Mass. Gen. Laws ch. 149, § 186 (Broadcast Industry)</p>
State statutes governing or limiting restrictive covenants for healthcare workers	<p>Non-compete agreements with physicians that restrict their ability to practice medicine in any geographic area for any time period after the relationship ends are void. Non-competes with registered nurses, practical nurses, psychologists, and social workers are void.</p> <p>Mass. Gen. Laws ch. 112, § 74D (Nurses)</p> <p>Mass. Gen. Laws ch. 112, § 12X (Physicians)</p> <p>Mass. Gen. Laws ch. 112, § 129B (Psychologists)</p> <p>Mass. Gen. Laws ch. 112, § 135C (Social Workers)</p>
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	<p>For agreements dated before October 1, 2018 - Yes</p> <p>For agreements dated on or after October 1, 2018 - No, for the non-compete (but likely enforceable for non-solicit and confidentiality provisions)</p>
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	<p>For agreements dated before October 1, 2018 – Yes, although circumstances of termination may impact likelihood of injunctive relief</p> <p>For agreements dated on or after October 1, 2018 - Only enforceable against employees terminated "for cause"; however, a new non-compete may be included in severance agreements if employee is provided 7 business day revocation period.</p>

MA | Massachusetts

Adopted the UTSA?	Yes Mass. Gen. Laws ch. 93, §§ 42 to 42G
Applicable statute of limitations (UTSA and breach of contract)	3 years Mass. Gen. Laws ch. 93, § 42E 3 years Mass. Gen. Laws ch. 260, § 2A and ch. 93, § 42E
Adopted inevitable disclosure doctrine?	Mixed case law
Restrictive covenants extended for violation?	For agreements dated before October 1, 2018: Generally, no, absent contractual tolling provision; yes with contractual provision For agreements dated on or after October 1, 2018: Extension of up to 2 years if employee violated fiduciary duty to employer or unlawfully took company property; currently unknown whether contractual tolling provisions will be effective, but unlikely for non-compete if restricted period would exceed one year
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	Yes for non-competes dated on or after October 1, 2018: such non-competes only permitted for employees who are exempt under the FLSA
Notice requirements for use of restrictive covenant?	For agreements dated before October 1, 2018 - No For agreements dated on or after October 1, 2018 - Yes. New employees must receive a copy of a non-compete by the earlier of a formal offer of employment or 10 business days before the commencement of the employment. Existing employees must receive notice of the agreement at least 10 business days before the non-compete's effective date.
Prohibitions on foreign venue / choice-of-law provision?	For agreements dated before October 1, 2018 - No For agreements dated on or after October 1, 2018 - Yes. Non-competes for employees who live or work in Massachusetts for at least 30 days immediately before their employment ends cannot be governed by a choice of law that would avoid the protections of Massachusetts law. Likewise, the forum for suits must be brought in the county where the employee resides, or in Suffolk county if both parties agree (although some federal cases suggest that federal courts may not enforce the forum selection clause requirement).

MI | Michigan

Are employee non-competes allowable?	Yes Mich. Comp. Laws. § 445.774a
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Mich. Comp. Laws. § 445.1901 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (MUTSA) Mich. Comp. Laws. § 445.1907 6 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

MN | Minnesota

Are employee non-competes allowable?	No (for agreements dates July 1, 2023 or after), except in the context of the sale or dissolution of a business. Minn. Stat. § 181.988
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	<p>"Service providers" are prohibited from restricting, restraining, or prohibiting a customer from directly or indirectly soliciting or hiring their employee.</p> <ul style="list-style-type: none"> • "Service providers" are any partnership, association, corporation, business, trust, or group of people acting directly or indirectly as an employer or manager for work contracted or requested by a customer. • "Employee" is defined as including independent contractors, but excludes certain software developers and related services. <p>Employers with existing contracts that violate the law must provide a notice to employees that the provision is void and unenforceable.</p> <p>This statute does not apply to workers providing professional business consulting for computer software developers and related services who are seeking employment through a service provider with the knowledge and intention of being considered for a permanent position of employment with the customer as their employer at a later date.</p>
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Only if bargained for and provides employee real advantages (for pre-July 1, 2023 agreements).
Blue penciling or reformation permissible?	Reformation (though referred to as "blue pencil doctrine")
Enforceable against discharged employees?	Yes, but as of July 1, 2023, employee noncompete provisions are void and unenforceable.
Adopted the UTSA?	<p>Yes</p> <p>Minn. Stat. § 325C.01 et. seq.</p>
Applicable statute of limitations (UTSA and breach of contract)	<p>3 years (MUTSA)</p> <p>Minn. Stat. § 325C.06</p> <p>6 years</p>
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Yes, very rarely.

MN | Minnesota

Penalties for violation of restrictive covenant statute?	Yes, an employee may be awarded reasonable attorneys' fees for enforcing rights under the statute.
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No, but see above regarding the notice requirement specific to agreements that include an employee solicitation provision prohibiting customer from hiring employee of service provider.
Prohibitions on foreign venue / choice-of-law provision?	Yes

MS | Mississippi

Are employee non-competes allowable?	Yes
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, with limitations.
Continued employment sufficient consideration?	Yes (though questioned if employee terminated shortly after)
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes, but the circumstances surrounding discharge may be a factor in deciding whether restrictive covenants are enforceable.
Adopted the UTSA?	Yes Miss. Code § 75-26-1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (MUTSA) Miss. Code § 75-26-13 6 years MS Code § 75-2-725 (2024)
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	No, absent an express tolling provision
Penalties for violation of restrictive covenant statute?	Not applicable
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

MO | Missouri

Are employee non-competes allowable?	Yes, with exceptions for employees who only provide secretarial or clerical services. Mo. Rev. Stat. § 431.202 (General; Secretarial or Clerical Services)
State statutes governing or limiting restrictive covenants for healthcare workers	No, this state has not enacted a non-compete law expressly governing the use of non-compete agreements with physicians, nurses, or other medical professionals.
Are employee non-solicitation agreements allowable?	Yes, employee non-solicits are presumed enforceable if 2 years or less.
Are customer non-solicitation agreements allowable?	Yes, customer non-solicits are presumed enforceable if 5 years or less
Continued employment sufficient consideration?	Yes, if combined with something else (such as access to confidential information)
Blue penciling or reformation permissible?	Reformation.
Enforceable against discharged employees?	Yes, but the circumstances surrounding the discharge (i.e. whether discharge was with or without cause) may be a factor in deciding whether the restrictive covenants are enforceable.
Adopted the UTSA?	Yes Mo. Rev. Stat. § 417.450 et seq.
Applicable statute of limitations (UTSA and breach of contract)	5 years (MUTSA) Mo. Rev. Stat. § 417.461 5 years
Adopted inevitable disclosure doctrine?	Not yet decided nor explicitly adopted, but likely yes
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

MT | Montana

Are employee non-competes allowable?	Yes, unless it fully restrains an employee from exercising a lawful profession, trade, or business of any kind. Additionally, there are exceptions for certain health care providers. Mont. Code § 28-2-703 (General) Mont. Code § 28-2-724 (Health Care Providers)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Mont. Code § 28-2-724
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes with exceptions for certain health care providers. Mont. Code § 28-2-724
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	Blue pencil, likely
Enforceable against discharged employees?	Generally, no, though an employer may enforce a non-compete agreement against a discharged employee if the employer has a legitimate business interest in enforcing the covenant.
Adopted the UTSA?	Yes Mont. Code § 30-14-401 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (MUTSA) Mont. Code § 30-14-407 5 years (oral) 8 years (written) Mont. Code § 27-2-202
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

NE | Nebraska

Are employee non-competes allowable?	Technically yes, but Nebraska generally prohibits non-compete and customer non-solicitation covenants unless they only restrict a former employee from soliciting or working for the customers with whom the former employee actually did business and had personal contact.
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, if limited to customers with whom the former employee actually did business and had personal contact
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	No
Enforceable against discharged employees?	Not yet addressed
Adopted the UTSA?	Yes Neb. Rev. Stat. § 87-501 et seq.
Applicable statute of limitations (UTSA and breach of contract)	4 years (NTSA) Neb. Rev. Stat. § 87-506 5 years Neb. Rev. Stat. § 25-205
Adopted inevitable disclosure doctrine?	Not yet decided at the state level, but recognized by federal courts applying Nebraska law.
Restrictive covenants extended for violation?	Not yet addressed by state courts, but recent Nebraska federal court decision invalidated tolling provision in non-competes.
Penalties for violation of restrictive covenant statute?	Not applicable
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

NV | Nevada

Are employee non-competes allowable?	Yes, except as to hourly employees. Nev. Rev. Stat. §§ 613.195 to 200
State statutes governing or limiting restrictive covenants for healthcare workers	Yes (but limited to physicians who are in the U.S. on a J-1 visa). Nev. Rev. Stat. § 439A.175
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, with some exceptions for customer choice
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Likely yes, but if an employee is terminated due to a reduction of force, reorganization, or similar restructuring, a non-competition agreement is only enforceable during the time when the employer is paying the salary, benefits, compensation, or severance to the employee. Nev. Rev. Stat. § 613.195(5)
Adopted the UTSA?	Yes Nev. Rev. Stat. § 600A.010 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (NUTSA) Nev. Rev. Stat. § 600A.080 4 years (oral) 6 years (written) Nev. Rev. Stat. § 11.190
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	Yes, attorneys' fees and potential fines
Wage thresholds for restrictive covenants?	Yes, non-competes prohibited for employees paid solely on hourly wage basis
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

NH | New Hampshire

Are employee non-competes allowable?	Yes, with wage thresholds, and exceptions for certain medical professions. N.H. Rev. Stat. § 275:70 <i>et seq.</i> (General)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes N.H. Rev. Stat. § 315:18 (Podiatrists) N.H. Rev. Stat. § 326-B:45-a (Nurses) N.H. Rev. Stat. § 329:31-a (Physicians)
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes N.H. Rev. Stat. § 350-B:1 <i>et seq.</i>
Applicable statute of limitations (UTSA and breach of contract)	3 years (NHUTSA) N.H. Rev. Stat. § 350-B:6 3 years N.H. Rev. Stat. § 508:4
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	Yes, non-competes are not permitted when an employee earns less than 200% of the federal minimum wage (or who earn less than the tipped minimum wage, if applicable). • 200% of the current federal minimum wage is \$14.50 per hour
Notice requirements for use of restrictive covenant?	Yes - non-competes are unenforceable against newly hired employees unless the employer provides a copy of the agreement prior to the employee's acceptance of an offer of employment.
Prohibitions on foreign venue / choice-of-law provision?	No

NJ | New Jersey

Are employee non-competes allowable?	Yes, except for certain professionals. N.J. Stat. § 13:42-10.16 (Psychologist) N.J. Stat. § 34:11-71 (Certain Domestic Workers) (Eff. July 1, 2024)
State statutes governing or limiting restrictive covenants for healthcare workers	Non-competes with licensed psychologists are void. N.J. Stat. § 13:42-10.16
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation, although courts sometimes refer to this as "blue pencil."
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes N.J. Stat. § 56:15-1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (NJUTSA) N.J. Stat. § 56:15-8 6 years N.J. Stat. § 2A:14-1
Adopted inevitable disclosure doctrine?	Yes
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

NM | New Mexico

Are employee non-competes allowable?	Yes, except certain healthcare practitioners.
State statutes governing or limiting restrictive covenants for healthcare workers	Yes N.M. Stat. § 24A-4-2
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Likely yes
Blue penciling or reformation permissible?	Generally no, but with exceptions (such as if contract terms specifically allow for reformation)
Enforceable against discharged employees?	Not yet decided
Adopted the UTSA?	Yes N.M. Stat. § 57-3A-1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (NMUTSA) N.M. Stat. § 57-3A-7 4 years ("unwritten") 6 years (written) N.M. Stat. §§ 37-1-3 to 4
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no, but certain exceptions for health care practitioners.

NY | New York

Are employee non-competes allowable?	<p>Yes, except for certain industries.</p> <p>N.Y. Lab. Law § 202-k (Broadcast Employees)</p> <p>Practice Point: FINRA Rs. 2140 and 11870 addresses transferring accounts. A non-compete may not prevent a customer from choosing to follow a registered representative governed by FINRA, but it may prevent the financial industry employee from soliciting customers.</p>
State statutes governing or limiting restrictive covenants for healthcare workers	No, this state has not enacted a non-compete law expressly governing the use of non-compete agreements with physicians, nurses, or other medical professionals.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation (although courts sometimes refer to this as "blue pencil")
Enforceable against discharged employees?	Yes, if with cause. Authority is split where employee is discharged without cause, but would still likely be considered a substantial factor against enforcement.
Adopted the UTSA?	No
Applicable statute of limitations (UTSA and breach of contract)	<p>3 years (tort)</p> <p>6 years</p> <p>N.Y. C.P.L.R. Law § 213</p>
Adopted inevitable disclosure doctrine?	More likely to be accepted in federal than state court
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	<p>Generally no, but any person who violates the non-compete law applicable to broadcasting employees may be civilly liable for</p> <ul style="list-style-type: none"> • Damages • Attorneys' fees • Costs
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

NC | North Carolina

Are employee non-competes allowable?	Yes, with some exceptions for professionals. N.C. Gen. Stat. § 75-1 et seq. (General) 21 NCAC 29.0502(e)(5) (Locksmiths)
State statutes governing or limiting restrictive covenants for healthcare workers	Not explicitly, but courts may not enforce non-competes with health care professionals if it creates a risk of substantial harm to the public.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, with limitations.
Continued employment sufficient consideration?	No, if continued at-will employment; however, continued employment for a term may be sufficient.
Blue penciling or reformation permissible?	Blue pencil only
Enforceable against discharged employees?	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract. Also, courts will not enforce non-competes that restrict a health care professional that if enforced, would create the risk of substantial harm to the public.
Adopted the UTSA?	Yes N.C. Gen. Stat. § 66-152 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (NCTSPA) N.C. Gen. Stat. § 66-157 3 years N.C. Gen. Stat. § 1-52
Adopted inevitable disclosure doctrine?	Not yet decided, though some decisions suggest it may be available
Restrictive covenants extended for violation?	No, unless the agreement contains a tolling provision
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

ND | North Dakota

Are employee non-competes allowable?	No N.D. Cent. Code § 9-08-06
State statutes governing or limiting restrictive covenants for healthcare workers	No.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	No, only in connection with the sale or dissolution of a business
Continued employment sufficient consideration?	<ul style="list-style-type: none"> • No for non-compete and non-solicit • Yes with respect to nondisclosure agreements
Blue penciling or reformation permissible?	North Dakota courts may modify non-compete in connection with the sale or dissolution of a business that is otherwise enforceable to conform to the terms to the requirements of Section 9-08-06.
Enforceable against discharged employees?	Not applicable
Adopted the UTSA?	Yes N.D. Cent. Code § 47-25.1 et seq.
Applicable statute of limitations (UTSA and breach of contract)	<p>3 years (NDUTSA) N.D. Cent. Code § 47-25.1-06</p> <p>6 years N.D. Cent. Code § 28-01-16</p>
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Not generally
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Not by statute, but North Dakota Supreme Court authority suggests laws of other states permitting non-compete enforcement is against fundamental policy of North Dakota.

OH | Ohio

Are employee non-competes allowable?	Yes
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes, but weighs against injunctive relief
Adopted the UTSA?	Yes Ohio Rev. Code § 1333.61
Applicable statute of limitations (UTSA and breach of contract)	4 years (OUTSA) Ohio Rev. Code § 1333.66 4 years (not in writing) 6 years (written) Ohio Rev. Code § 2305.06 to 2305.07
Adopted inevitable disclosure doctrine?	Yes, although generally only applied if non-compete agreement is also present
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

OK | Oklahoma

Are employee non-competes allowable?	No 15 Okla. Stat. §§ 217 to 219B
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes 15 Okla. Stat. § 219B
Are customer non-solicitation agreements allowable?	Yes, if limited to direct solicitation of established customers 15 Okla. Stat. § 219A
Continued employment sufficient consideration?	Not yet decided
Blue penciling or reformation permissible?	Reformation is permitted if the contractual defect can be cured by imposition of reasonable limitations concerning the activities embraced, time, or geographical limitations, but a court cannot supply material contract terms or add terms not already in the agreement.
Enforceable against discharged employees?	Not yet decided, but Oklahoma law prohibits the use of most non-competes.
Adopted the UTSA?	Yes 78 Okla. Stat. § 85 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (OUTSA) 78 Okla. Stat. § 91 5 years for written contracts. 12 Okla. Stat. § 95
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Not yet decided, but likely no, absent an express tolling provision.
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no, as long as the provision does not violate Oklahoma public policy.

OR | Oregon

Are employee non-competes allowable?	Yes, but exceptions for low wage workers and certain professionals. Non-compete agreements entered into on or after January 1, 2022 are void unless they meet certain requirements (e.g., written contract requirement and duration limits). Or. Rev. Stat. § 653.295 Or. Rev. Stat. § 653.295(2)(c) (On-Air Talent/Broadcasting)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Oregon SB 951, as modified by HB 3410
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	No. For an existing employee, a new non-compete cannot be entered into except upon a "bona fide advancement" to the employee.
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Not yet decided, but likely
Adopted the UTSA?	Yes Or. Rev. Stat. §§ 646.461 to 475
Applicable statute of limitations (UTSA and breach of contract)	3 years (OUTSA) 6 years
Adopted inevitable disclosure doctrine?	Not yet decided, but likely no
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	For 2026, \$119,541, adjusted annually for inflation
Notice requirements for use of restrictive covenant?	For noncompete agreements with new employees, employers must provide notice of the noncompetition agreement at least two weeks before the first day of the employee's employment. Also, employers must provide a signed, written copy of a non-compete agreement to the employee within 30 days of their termination. Or. Rev. Stat. § 653.295
Prohibitions on foreign venue / choice-of-law provision?	Yes. Oregon law will apply to an employment contract for services to be rendered primarily in Oregon by a resident of Oregon. Or. Rev. Stat. § 15.320(3).

PA | Pennsylvania

Are employee non-competes allowable?	Yes, except for certain professionals. 35 Pa. Cons. Stat. § 10324 (Health Care Practitioners)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes 35 Pa. Cons. Stat. § 10324
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	No, but a non-compete agreement signed after the first day of employment is valid and binding if the parties intended to be bound from the start of employment.
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes, but reason for termination must be considered (e.g., unenforceable where employee fired for poor performance)
Adopted the UTSA?	Yes 12 Pa. Cons. Stat. § 5301 et seq
Applicable statute of limitations (UTSA and breach of contract)	3 years (PUTSA) 12 Pa. Cons. Stat. § 5307 4 years 42 Pa. Cons. Stat. § 5525
Adopted inevitable disclosure doctrine?	Not yet decided, but superior courts have treated the idea favorably and the Third Circuit appears to have applied it.
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

RI | Rhode Island

Are employee non-competes allowable?	Yes, with exceptions for certain professionals, non-exempt employees, certain undergraduate and graduate students, employees under the age of 18, and low-wage employees. 28 R.I. Gen. Laws. § 28-59-3 (General) 5 R.I. Gen. Laws § 5-37-33 (Physicians) 5 R.I. Gen. Laws § 5-34-50 (Advanced practice registered nurses ("APRNs"))
State statutes governing or limiting restrictive covenants for healthcare workers	Yes 5 R.I. Gen. Laws §§ 5-37-33 and 5-34-50
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, with exceptions for APRNs 5 R.I. Gen. Laws § 5-34-50(b)(3)
Continued employment sufficient consideration?	Yes per superior court; undecided by the RI Supreme Court
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Not yet decided
Adopted the UTSA?	Yes 6 R.I. Gen. Laws § 6-41-1
Applicable statute of limitations (UTSA and breach of contract)	3 years (RIUTSA) 10 years
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	Yes, low-wage employees defined as "an employee whose average annual earnings ... are not more than two hundred fifty percent (250%) of the federal poverty level for individuals as established by the United States Department of Health and Human Services federal poverty guidelines (https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines)" [currently \$39,900 per year based on the 2026 HHS Guidelines]
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

SC | South Carolina

Are employee non-competes allowable?	Yes
State statutes governing or limiting restrictive covenants for healthcare workers	No.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	A court may not "blue pencil" the restrictions contained in a non-competition provision; limited reformation of overly broad territorial restrictions may be allowed, but agreements with unreasonable restrictions generally invalidated.
Enforceable against discharged employees?	Yes, but the employer may not be able to enforce restrictive covenants where the discharge constitutes a material breach of an employment contract.
Adopted the UTSA?	Yes S.C. Code § 39- 8-10 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (SCTSA) 3 years S.C. Code § 15-3-530
Adopted inevitable disclosure doctrine?	Not yet decided, however some decisions suggest it may be recognized
Restrictive covenants extended for violation?	Not yet decided, but likely no
Penalties for violation of restrictive covenant statute?	Not applicable
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no, as long as the provision does not violate South Carolina public policy. A provision will be contrary to public policy if it either adds to a shortage of workers in an industry, prevents a worker from using special talents or knowledge, or adds a term that was not negotiated and agreed by the parties.

SD | South Dakota

Are employee non-competes allowable?	Yes, except for some agreements with health care practitioners S.D. Codified Laws § 53-9-8 et seq. S.D. Codified Laws §53-9-11.2 (Agreements entered into with health care practitioners on or after July 1, 2023)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes • S.D. Codified Laws §§ 53-9-11 and 53-9-11.2
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Blue pencil, though disfavored
Enforceable against discharged employees?	Yes, but if an employer fires an employee without cause, the court will consider whether the non-compete is reasonable.
Adopted the UTSA?	Yes S.D. Codified Laws § 37-29-1
Applicable statute of limitations (UTSA and breach of contract)	3 years (SDUTSA) 6 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

TN | Tennessee

Are employee non-competes allowable?	Yes, with an exception for some health care providers who sell their practice. Tenn. Code §§ 63-1-148 to 204 (health care providers)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Tenn. Code § 63-1-148
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes, as long as the employee remains employed for a sufficiently long period
Blue penciling or reformation permissible?	Reformation (termed the "Rule of Reasonableness")
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Tenn. Code § 47-25-1701 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (TUTSA) 6 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	Not applicable
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no.

TX | Texas

Are employee non-competes allowable?	Yes Tex. Bus. & Com. Code §§ 15.50-52
State statutes governing or limiting restrictive covenants for healthcare workers	Yes Tex. Bus. & Com. Code § 15.50-50
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	Courts "shall reform" overbroad covenants. Tex. Bus. & Com. Code § 15.51(c).
Enforceable against discharged employees?	Yes, but a noncompete covenant cannot be enforced against a physician that is involuntarily terminated without good cause.
Adopted the UTSA?	Yes Tex. Civ. Prac. & Rem. Code § 134A.001 et seq.
Applicable statute of limitations (UTSA and breach of contract)	3 years (TUTSA) 4 years
Adopted inevitable disclosure doctrine?	Not yet expressly decided by the Texas Supreme Court, but many appellate courts have applied some form of it.
Restrictive covenants extended for violation?	No, absent an express tolling provision.
Penalties for violation of restrictive covenant statute?	Fees may be awarded against party seeking to enforce unreasonable covenant under certain circumstances. Tex. Bus. & Com. Code § 15.51(c).
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Generally no, but Texas will invalidate choice-of-law provisions if contrary to Texas non-compete law.

UT | Utah

Are employee non-competes allowable?	Yes, but certain exceptions for broadcasting employees Utah Code §§ 34-51-101 to 301 (General) Utah Code § 34-51-201 (Broadcasting Employees)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes, with limitations. Utah Code § 58-90-101
Are employee non-solicitation agreements allowable?	Likely yes
Are customer non-solicitation agreements allowable?	Likely yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Not yet decided
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Utah Code §§ 13-24-1 to 9
Applicable statute of limitations (UTSA and breach of contract)	3 years (UTSA) 6 years (written contract) 4 years (oral contract) Utah Code §§ 78B-2-307(1)(a) and 309(1)(b)
Adopted inevitable disclosure doctrine?	Yes in trial courts (not yet decided by appellate courts)
Restrictive covenants extended for violation?	Not yet decided
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	Employees within broadcasting industry: \$47,476
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	Not yet decided

VT | Vermont

Are employee non-competes allowable?	Yes, with exceptions for certain professions Vt. Stat. tit. 26, § 281(c) (Barbering and cosmetology schools)
State statutes governing or limiting restrictive covenants for healthcare workers	No, this state has not enacted a non-compete law expressly governing the use of non-compete agreements with physicians, nurses, or other medical professionals.
Are employee non-solicitation agreements allowable?	Not yet decided
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	Unclear
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Vt. Stat. tit. 9, § 4601
Applicable statute of limitations (UTSA and breach of contract)	3 years (VTSA) 6 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	No
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

VA | Virginia

Are employee non-competes allowable?	Yes, subject to income-based restrictions. Va. Code § 40.1-28.7:8
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes
Blue penciling or reformation permissible?	No
Enforceable against discharged employees?	Yes
Adopted the UTSA?	Yes Va. Code § 59.1-336
Applicable statute of limitations (UTSA and breach of contract)	3 years (VUTSA) 5 years
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Yes
Penalties for violation of restrictive covenant statute?	Yes. Remedies include civil penalties and/or reasonable costs (including reasonable attorneys' fees)
Wage thresholds for restrictive covenants?	"Low-wage employee" is an employee <ul style="list-style-type: none"> • whose average weekly earnings are less than the average weekly wage of Virginia (currently \$1,507.01 weekly or \$78,364.52 annually), or • who, if the agreement is entered into on or after July 1, 2025, is entitled to overtime compensation under the provisions of 29 U.S.C. § 207 for any hours worked in excess of 40 hours in any one workweek, regardless of their average weekly earnings.
Notice requirements for use of restrictive covenant?	Yes, pursuant to Va. Code § 40.1-28.7:8(G), employers must post a copy of the statute or a summary approved by Virginia's Department of Labor and Industry, where other employee notices required by state or federal law are posted.
Prohibitions on foreign venue / choice-of-law provision?	Yes, civil penalties for failure to post notice and for violations of low-wage prohibition.

WA | Washington

Are employee non-competes allowable?	Yes, but exceptions for low wage workers and broadcasters. Wash. Rev. Code §§ 49.62.005-900 (General) Wash. Rev. Code § 49.62.190 (Broadcasting Industry)
State statutes governing or limiting restrictive covenants for healthcare workers	No, this state has not enacted a non-compete law expressly governing the use of non-compete agreements with physicians, nurses, or other medical professionals.
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes, but covenants that directly or indirectly prohibit the acceptance or transaction of business with a customer are deemed non-compete covenants and must conform to the special requirements for non-competes.
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	Reformation Practice Tip: Reformation of a covenant, even if then enforced as modified, may result in attorneys' fee award to employee.
Enforceable against discharged employees?	Yes, but for laid off employees, employer must provide compensation equivalent to employee's base salary at time of termination for entire period of enforcement minus compensation earned through later employment during the period of enforcement. Wash. Rev. Code § 49.62.020
Adopted the UTSA?	Yes Wash. Rev. Code §§ 19.108.010-19.108.930
Applicable statute of limitations (UTSA and breach of contract)	3 years (WUTSA) 6 years (written contracts) 3 years (oral contracts) Wash. Rev. Code §§ 4.16.040 and 080
Adopted inevitable disclosure doctrine?	Unclear
Restrictive covenants extended for violation?	Unclear
Penalties for violation of restrictive covenant statute?	Actual damages or \$5,000 statutory penalty, plus reasonable attorneys' fees, expenses, and costs Wash. Rev. Code § 49.62.080
Wage thresholds for restrictive covenants?	Employees: \$126,858.83 for 2026 (adjusted annually for inflation)

WA | Washington

	<p>Independent contractors: \$317,147.09 in 2026 (adjusted annually for inflation))</p> <p>Practice Tip: Cannot prohibit moonlighting for low-wage workers, i.e., those making less than 2 times the min. wage.</p>
Notice requirements for use of restrictive covenant?	Employers must disclose a noncompetition covenant's terms, in writing, no later than when a job offer is initially accepted (orally or in writing).
Prohibitions on foreign venue / choice-of-law provision?	<p>Yes, choice-of-law provisions requiring adjudication based on non-Washington law and forum selection clauses requiring adjudication outside of Washington are void and unenforceable against Washington-based employees or independent contractors.</p> <p>Wash. Rev. Code § 49.62.050</p>

WV | West Virginia

Are employee non-competes allowable?	Yes, with some exceptions for physicians. W. Va. Code §§ 47-11E-1 to 5 (Physicians)
State statutes governing or limiting restrictive covenants for healthcare workers	Yes W. Va. Code §§ 47-11E-1 to 5
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	Reformation
Enforceable against discharged employees?	Yes, but potentially may not be enforceable against a terminated at-will employee without cause.
Adopted the UTSA?	Yes W. Va. Code § 47-22-1
Applicable statute of limitations (UTSA and breach of contract)	3 years (WVUTSA) 10 years
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Unclear
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No

WI | Wisconsin

Are employee non-competes allowable?	Yes Wis. Stat. § 103.465
State statutes governing or limiting restrictive covenants for healthcare workers	No
Are employee non-solicitation agreements allowable?	Yes
Are customer non-solicitation agreements allowable?	Yes
Continued employment sufficient consideration?	Yes, if continued employment is conditioned on signing the agreement.
Blue penciling or reformation permissible?	Not likely
Enforceable against discharged employees?	Not yet decided
Adopted the UTSA?	Yes Wis. Stat. § 134.90
Applicable statute of limitations (UTSA and breach of contract)	3 years (WUTSA) Wis. Stat. § 893.51(2). 6 years Wis. Stat. 893.43(1)
Adopted inevitable disclosure doctrine?	Not yet decided
Restrictive covenants extended for violation?	Unclear/undecided; Wisconsin Court Appeals has held that employers not necessarily entitled to an extension because of a breach.
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No, but disfavored under Wisconsin law.

WY | Wyoming

Are employee non-competes allowable?	<p>Yes, although employee non-competes entered into after July 1, 2025 are void with the following exceptions:</p> <ul style="list-style-type: none"> • Non-competes with executive and management personnel and their professional staff • Agreement that provides for the recovery of expenses for relocating, education, and training employees (the percent of the recovery amount varies based on how long the employee has worked for the employer) • To the extent necessary for trade secret protections <p>Wyo. Stat. § 1-23-108</p>
State statutes governing or limiting restrictive covenants for healthcare workers	<p>Yes</p> <p>Wyo. Stat. § 1-23-108</p>
Are employee non-solicitation agreements allowable?	Not yet decided, but likely yes
Are customer non-solicitation agreements allowable?	Not yet decided, but likely yes (with exceptions for physicians).
Continued employment sufficient consideration?	No
Blue penciling or reformation permissible?	No
Enforceable against discharged employees?	Likely yes
Adopted the UTSA?	<p>Yes</p> <p>Wyo. Stat §§ 40-24-101 to 110</p>
Applicable statute of limitations (UTSA and breach of contract)	<p>4 years (WUTSA)</p> <p>10 years (written contract)</p> <p>8 years (oral contract)</p> <p>Wyo. Stat §§ 1-3-105(a)(i-ii)</p>
Adopted inevitable disclosure doctrine?	No
Restrictive covenants extended for violation?	Unclear
Penalties for violation of restrictive covenant statute?	No
Wage thresholds for restrictive covenants?	No
Notice requirements for use of restrictive covenant?	No
Prohibitions on foreign venue / choice-of-law provision?	No



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