

Non-Compete and Non-Solicitation Agreements

We assisted in drafting Georgia's law on non-compete and non-solicitation agreements, and therefore have deep and broad experience in claims involving restrictive covenants, which include non-competition, non-solicitation, non-recruitment, and non-disclosure covenants. We advise both employers and employees in analyzing, reviewing, and drafting restrictive covenants, mitigating litigation, and negotiating deals between prior employers and new employers regarding employees with restrictive covenants. We also regularly advise clients on unfair competition issues, employee compensation, bonus, stock option, severance, and confidentiality agreements.

We have represented many clients in restrictive covenant disputes – some for clients seeking to enforce such covenants, others for clients seeking to have the covenants declared unenforceable, and yet others in attempting to negotiate a resolution without litigation. Many of our clients rely on our expertise in Georgia law, which is extremely complex and fluid on the enforceability of such covenants. We have also handled numerous restrictive covenant disputes in other states, including Florida, Texas, California, North Carolina, South Carolina, New Jersey, and Virginia.

Representative Matters

- We often represent medical professionals who are subject to non-competes and non-solicits and either are terminated or resign from their position and wish to begin practicing with a new employer. We assist in negotiating the exits of the employees and achieving resolutions of the restrictive covenants without resorting to litigation and while enabling our clients to continue in their chosen field of practice with minimal impact resulting from the restrictive covenants.
- We represented a technology consulting company which had several employees resign. Prior to resigning, there was evidence the employees had solicited business for their new pursuit and taken confidential information belonging to our client. While there were no restrictive covenants in place, we were able to obtain an injunction preventing the employees from misusing or retaining any confidential information, and preventing the employees from working for certain competitors.
- We represented a 50% partner in a corporation where the other 50% partner had left to start a competing business. While there were no written restrictive covenants, we obtained a favorable resolution for our client as a result of our counterclaims, which were based on the Georgia partnership law surrounding a breach of an oral partnership agreement and wrongful dissolution, which prevents the departing partner from co-opting partnership profits for herself.
- Our firm represented a corporation that contracts with local governments in a highly competitive field and who has hired employees from competitors. When the former employers claimed that those

employees were subject to various restrictive covenants, including non-compete and non-disclosure covenants, we have filed various declaratory judgment actions and requests for temporary restraining orders seeking to void the restrictive covenants. In each of the cases, following our involvement of Georgia courts, we have obtained a favorable settlement for our clients which allowed the employees to work without interruption at our client.

- We represented a technology company that was recruiting a significant number of employees from another company. The other company sued to enforce the restrictive covenants in its former employees' contracts. Our firm was successful in challenging the validity of the restrictive covenant agreements.
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- We represented a group of executives who left a company to start their own business. Like the above case, the executives had different agreements. We successfully defended the executives.
- Our firm represented a venture capital firm in structuring and implementing a modified deferred compensation plan, including drafting amended employment agreements which both protected our client (the employer) and ensured continuity of employment for the employees.
- We represented an employee against her former employer. The Court of Appeals held that the restrictive covenant was unenforceable and the employee could not be held liable for interfering with a void and unenforceable restrictive covenant.