

Covenants Not to Compete

Overview

In today's business environment, a company's employees, customers and proprietary information are often its most important asset. As a result, businesses and their valued employees frequently enter into contracts containing various restrictive covenants, such as non-compete agreements, non-solicitation agreements and non-disclosure agreements. While these kinds of agreements were once limited to top executives and difficult to enforce, they are now an effective tool to protect the company's competitive assets.

Munsch Hardt's attorneys offer extensive experience negotiating, drafting and enforcing restrictive covenants. If a dispute arises, our attorneys have decades of experience representing both employers and employees, litigating cases involving restrictive covenants in both state and federal courts throughout Texas and many other states. Whether seeking an injunction to prevent breach of a restrictive covenant, a declaration by a court that a contract provision is unenforceable, or monetary damages, our law firm has attorneys who are ready to assist you.

Experience

Non-Solicitation Agreements

Successfully represented a large energy services company in persuading the trial court to deny a former employee's special appearance in a trade secrets case. In mediation, the matter settled with the opposing party signing a one-year, non-compete and non-solicitation agreement.

Employment Litigation

Obtained injunctive relief and substantial damages against two former employees who started a competing business in violation of non-competition agreements. Judgment included forfeiture of all fees earned by competing business, claw back of salary paid to former employees for the period in which they were competing while still employed by former employer and payment of all attorneys' fees and costs incurred.

Non-Compete Litigation

Represented a publicly held medical malpractice insurer against the president who left to form a competing business by prosecuting claims for violations of non-solicitation and non-compete agreements.

Non-Compete Litigation

Successfully represented a physician who left her practice group after a dispute with the owner as to how she was being compensated. The owner sued, claiming the client was violating her employment agreement, including the non-competition provisions, and was required to buy out the provisions on the terms recited in the contract. On summary judgment, the Firm successfully argued that, because the provisions did not comply with state law regarding non-competition relating to physicians, the restrictive covenants were unenforceable.

Non-Compete Litigation

Successfully represented an energy services company in enforcing a non-compete and non-solicitation agreement against a former employee who went to work for competitor.

Non-Compete Litigation

Successfully represented a building supply company for hiring a competitors' employees. Underlying non-compete was held to be unenforceable and case was dismissed in total.

Practice Leaders



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Speech: FTC Regulation of Non-Compete Provisions in Employment Agreements

Speech: Update on Texas Non-Competition Law