

# SUCCESSFUL DEFEAT OF A FIFTEEN-MILE NON-COMPETE

Scott Paton and Glen Doherty represented a dentist who was allegedly in violation of a Restrictive Covenant. The Restrictive Covenant stated for two years following her employment, our client could not work for a competitor with an office located within 15 miles of the defendant's dental practice. Critically, the covenant did not center on whether the employee herself was working within that 15 mile radius, but instead was focused on whether her new employer had an office within the radius.

In order to justify a non-compete clause against a learned professional -such as a dentist- companies typically claim those professionals are "unique." Scott and Glen were able to convince the court this legitimate interest could only be related to where the "unique" person works- and not where her employer may have other offices.

In the end, the court decided the Restrictive Covenant is valid only to the extent that it restricts our client from working at a dental office located within 15 miles of the defendant for the two years following employment.

## Attorneys

Scott Paton

## Practices & Industries

Non-Compete, Non-Solicit & Trade Secrets

