

## The Three Seats Of Non-Competes: Mistakes We See When Employees Move

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We often write on Currents about developments in the area of [non-compete law](#), primarily case law and statutory developments across the country in this highly state-specific area. This year will likely be no different – among other things, the seemingly [annual ritual of Massachusetts](#) non-compete legislation has begun anew. While the rules shift and evolve, when employers and employees find themselves in disputes over non-competes, there are recurring themes or factors that might have been avoided. An article I wrote reviews these factors, broken down by the three actors present in virtually every noncompete dispute:

- The employee who signed the agreement
- The employee's former employer who holds the non-compete and seeks to enforce restrictions
- The new employer who seeks to employ the employee in some capacity

For example, we often find that an employee signed the agreement without talking to a lawyer and, as a result, did not fully understand the potential ramifications of the agreement. That misunderstanding manifests itself when the employee moves without full awareness of possible restrictions on his/her activities. Click through to see the other avoidable mistakes. Whichever seat you are in, think through the issues applicable to that seat and consult with counsel to determine whether you are doing everything you can do to protect your interests.

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