

Understanding Restrictive Covenants in Employment: Your Rights

Results achieved in prior matters are not meant to be a guarantee of success as the facts and legal circumstances vary from matter to matter.

Restrictive Covenants include non-competition, non-solicitation and confidentiality agreements. These are agreements that your employer may ask you to sign, before or during your employment. They limit an employee's ability to compete against a former employer, who the employee can work with after their employment has ended, and the employee's ability to use information learned while working for an employer.

Non-Competition Agreement: A non-competition or non-compete agreement prevents an employee from competing with a former employer. According to New Jersey (and this is true in many other states), law, a non-competition agreement must be reasonable in geographic scope, time limits and type of work that can be restricted. The agreement must not harm the public interest and must not be restrictive to the point that the agreement does not allow the employee to work in their chosen field or prevent the employee from obtaining another job.

Non-Solicitation Agreement: A non-solicitation agreement can mean one of two different types of agreements. The first type is an agreement in which the employee agrees that the employee will not solicit other employees of the employer to leave the employer's business. The second type of non-solicit is an agreement in which the employee agrees not to induce any of the employer's customers to leave the company and/or do business with another company.

Confidentiality Agreement: A confidentiality agreement is an agreement that an employer asks an employee to agree not to reveal confidential information to third parties. Employers make these agreements to keep information such as trade secrets, proprietary data and business plans from being shared with competitors.

If you've been asked to sign a non-compete, non-solicitation, or confidentiality agreement—or if your former employer is trying to enforce one—you don't have to face it alone. New Jersey law protects employees from overly broad or unfair restrictive covenants. The employment lawyers at Wilentz, Goldman & Spitzer P.A. can review your agreement, explain your rights, and fight to protect your ability to work and earn a living. **Contact us today for a confidential consultation.**

To speak with an attorney about your legal options, please call: 732-352-9858.