

50-State Noncompete Survey

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Our survey aims to provide a summary of salient points regarding noncompete law for each state and the District of Columbia.

Epstein Becker Green is pleased to provide the following 50-state survey of noncompete law in the United States

In recent years, there has been unprecedented interest and activity regarding noncompetes and other restrictive covenants, as legislative, regulatory, and judicial authorities at both the state and federal levels have weighed in on the enforceability of such restrictive covenants in various forms, and even whether noncompetes are appropriate at all. Noncompete law is now evolving more rapidly than ever, and businesses, human resources professionals, legal practitioners, and others need to stay informed on these issues.

Our survey aims to provide a summary of salient points regarding noncompete law for each state and the District of Columbia. While we hope the survey is useful in providing a quick understanding to the reader, it does not constitute legal advice and is not a substitute for more in-depth consideration, in consultation with legal counsel, of particular circumstances and their legal ramifications. There are many subtleties with respect to legal concepts in this area and how courts will consider claims under equitable principles. Indeed, as practitioners in this area know well, noncompete law is very fact-intensive, and the same contractual language can receive different treatment depending on the jurisdiction (or even the judge), the circumstances of the employee's departure, as well as economic and political conditions. For example, the survey includes a column entitled "Judicial Modification Permitted?" In this context, the terms "reformation" or "blue penciling" of a noncompete agreement can mean different

things to different judges in different states, who may use the term "blue penciling" when referring to reformation, and vice versa. While we state in our survey whether some form of modification is allowed in the various states, the applicability of that modification will depend on case law and the facts presented and should be explored with the assistance of counsel. This is just one example in an area of law that is rarely black and white.

We hope you find this resource to be useful and invite you to contact us for advice as you seek to navigate these interesting yet complicated issues.

We also invite you to subscribe to our [Trade Secrets & Employee Mobility blog](#) for legislative and judicial updates and analysis of interesting and cutting-edge cases, and to our monthly podcast on the future of trade secrets and noncompetes, [Spilling Secrets](#), which features a panel of attorneys talking about real-life problems, developments, and strategies when dealing with trade secrets, noncompetes, and other types of restrictive covenants.

To get in touch with a member of our Trade Secrets and Employee Mobility team, visit us at www.ebglaw.com/services/employment-labor-workforce-management/trade-secrets-employee-mobility/#our-team.



STATE	Employee Noncompetes Permissible?	General Noncompete Statute?	Industry-Specific Statutes or Rules?	Other Excluded Employees?	Continued Employment: Sufficient Consideration?	Notice Requirements	Other Unique Requirements	Customer and Employee Non-Solicits Permissible?	Enforceable Against Terminated Employees?	Judicial Modification Permitted? (Blue Pencil and/or Reformation)	Tolling Permissible?
ALABAMA	Yes	Ala Code § 8-1-190-197 (effective January 1, 2016)	Lawyers (Ala R Prof C 5 6); Mediators (Ala Code of Ethics for Mediators Stnd 11)	N/A	Yes	N/A	Must be reduced to writing and signed by all parties	Yes	Unresolved	Yes	Yes
ALASKA	Yes	No	Lawyers (AK R. Prof. C. 5.6)	N/A	Unresolved	N/A	N/A	Yes	Unresolved	Yes	Unresolved
ARIZONA	Yes	No	Broadcasting industry (Labor § 23-494); Lawyers (AZ R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Yes	Unresolved	Yes	Unresolved
ARKANSAS	Yes	AR Code § 4-75-101	Licensed medical professionals (Arkansas Code Title 17, Subtitle 3); Lawyers (AR R. Prof. C. 5.6);	N/A	Yes	N/A	N/A	Yes	Probably not	Yes	Unresolved
CALIFORNIA	No, with narrow exceptions in the sale of a business context or dissolution or disassociation relating to a partnership or LLC	Cal. Bus. & Prof. Code § 16600, et seq.	Entertainment Industry (Cal. Labor Code § 2855); Lawyers (Cal. R. Prof. C. 5.6)	N/A	N/A	N/A	N/A	No, with narrow exceptions in the sale of a business context or dissolution or disassociation relating to a partnership or LLC	No	N/A	Probably not
COLORADO	Yes	C.R.S. § 8-2-113 (amendments effective August 10, 2022)	Physicians (C.R.S. § 8-2-113(3)); Lawyers (Col. R. Prof. C. 5.6)	Minimum income thresholds for agreements entered into on or after August 10, 2022	Yes	For agreements entered into on or after August 10, 2022, before acceptance of an offer of employment for new or prospective workers: at least 14 days before the effective date of restrictions for existing workers. Must provide separate written notice in either case.	Penalties and potential criminal liability for violations of statute; aggrieved workers may seek injunctive relief and attorneys' fees; out-of-state choice-of-law and venue provisions are unenforceable.	Yes, subject to minimum income thresholds for agreements entered into on or after August 10, 2022	Unresolved	Yes	No
CONNECTICUT	Yes	No	Security Guards (Conn. Gen. Stat. Ann. § 31-50a); Broadcasters (Conn. Gen. Stat. Ann. § 31-50b); Physicians (Conn. Gen. Stat. Ann. § 20-14p); Home Health Care, Companion, or Homemaker Service Workers (Conn. Gen. Stat. Ann. § 20-681); Lawyers (Conn. R. Prof. C. 5.6)	N/A	Generally no, but unsettled as to at-will employees	N/A	N/A	Yes	Yes	Yes, but only if agreement states that terms are severable	No
DELAWARE	Yes	No	Physicians (Del. Code Ann. tit. 6, § 2707); Lawyers (Del. R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Yes	Yes



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DISTRICT OF COLUMBIA	Yes	D.C. Official Code § 32-581.01, et seq. (effective October 1, 2022)	Broadcasters (D.C. Act 24-526), Medical Specialists (D.C. Official Code § 32-581.03); Lawyers (D.C. R. Prof. C. 5.6)	Minimum income thresholds for agreements entered into on or after October 1, 2022	Yes	For agreements entered into on or after October 1, 2022, employer must provide any non-compete provision (1) in writing and (2) at least 14 days before the start of employment or the execution of the agreement. Employer must also simultaneously provide specific notice with the proposed non-compete provision. Must provide a written copy of any workplace policy that includes one or more exceptions to the statutory definition of a "non-compete provision" (1) within 30 days after the employee's acceptance of employment; (2) to all current DC-based employees by October 31, 2022; and (3) any time the employer changes the policy containing the non-compete provision.	Anti-moonlighting provisions only permitted if the employer reasonably believes the outside employment could (i) result in the disclosure or use of proprietary information; (ii) cause a conflict of interest; (iii) constitute a "conflict of commitment" for an employee of a higher education institution; or (iv) impair the employer's ability to comply with federal or District laws or another contract.	Yes	Unresolved	Yes	Yes
FLORIDA	Yes	Fla. Stat Ann § 542.335	Physicians (Fla. Stat. Ann. § 542.336); Mediators (Fla. St. Mediator Rule 10.680); Lawyers (Fla. R. Prof. C. 4-5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Yes (required)	Yes
GEORGIA	Yes	Ga. Code Ann. § 13-8-50, et seq.	Lawyers (Ga. R. Prof. C. 5.6)	Only enforceable against employees who regularly solicit customers, engage in sales, perform the duties of a key employee, or have the duty of managing a department and regularly direct the work of employees and have the authority to hire or fire them	Yes	N/A	N/A	Yes (must include explicit geographic limitations in employee non-solicitation and no-hire covenants)	Yes	Yes	Only with express contractual provision, and even then not always



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HAWAII	Yes	Haw. Rev. Stat. § 480-4	Technology Workers (HRS § 480-4(d)); Lawyers (Hi. R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Employee non-solicitation agreements are allowable except for employees of a technology business. It's unclear whether customer non-solicitation agreements are allowable.	Unresolved	Yes	Unresolved
IDAHO	Yes	Idaho Code § 44-2701-2704	Lawyers (Id. R. Prof. C. 5.6)	Only enforceable against "key employees" or "key independent contractors"	Yes, (but not for noncompetes over 18 months)	N/A	N/A	Yes	Yes	Yes	Unresolved
ILLINOIS	Yes	820 ILCS 90/1, et seq. (effective January 1, 2022)	Broadcasters (820 ILCS 17/10(a)); Government Contractors (30 ILCS 500/50-250); Nurses (225 ILCS 510/1); Lawyers (IL R. Prof. C. 5.6)	Minimum income thresholds for agreements entered into on or after January 1, 2022, and an employer may not enter into a noncompete or non-solicit with an individual terminated or furloughed due to circumstances related to COVID-19 or similar circumstances, unless enforcement includes statutorily specified compensation during the restricted period; employers may not enter into noncompetes with employees covered by collective bargaining agreements under the Illinois Public Labor Relations Act or the Illinois Educational Labor Relations Act, or with rank-and-file employees in the construction industry	It can be. For agreements entered into on or after January 1, 2022, adequate consideration for a restrictive covenant means (1) the employee worked for at least two years after the employee signed the agreement or (2) the employer otherwise provided consideration adequate to support a restrictive covenant, such as a period of employment plus additional professional or financial benefits or professional or financial benefits alone. Although this statutory requirement technically only applies to agreements entered into on or after January 1, 2022, it essentially codifies pre-existing common law applicable to all restrictive covenants.	For agreements entered into on or after January 1, 2022, at least 14 calendar days before employment begins	For agreements entered into on or after January 1, 2022, employers must advise employees in writing to seek advice from counsel prior to signing any noncompete or non-solicitation agreement.	Yes, subject to minimum income thresholds for agreements entered into on or after January 1, 2022	Yes	Yes	Yes
INDIANA	Yes	No	Physicians (Ind. Code § 25-22.5-5.5); Lawyers (Ind. R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Employee non-solicitation agreements are allowable but limited to only employees who have access to or possess any knowledge that would give a competitor an unfair advantage; customer non-solicitation agreements are allowable.	Yes	Yes	Only with express contractual provision



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IOWA	Yes	No	Healthcare Employment Agency Workers (Iowa Code § 1350.2); Mental Health Professionals (Iowa Code ch. 147.164); Lawyers (Ia. R. Prof. C. 32:5.6)	N/A	Yes	N/A	N/A	Yes	Yes, if with cause	Yes	Yes
KANSAS	Yes	No	Lawyers (Kan. R. Rel. Disc. Att. 5.6)	N/A	Yes	N/A	N/A	Yes	Unresolved	Yes	Only with express contractual provision
KENTUCKY	Yes	No	Lawyers (SCR 3.130(5.6)); Healthcare Services Agency Workers (Ky. Rev. Stat. § 216.724)	N/A	No	N/A	N/A	Yes	Yes	Yes	Yes
LOUISIANA	Yes	La. Rev. Stat. Ann. § 23:921	Automobile Salesmen (La. R. S. 23:921(I)); Real Estate Brokers (La. R.S. 36:1448.1); Lawyers (La. R. Prof. C. 5.6)	N/A	Yes	N/A	Must designate specific parishes, municipalities, and/or parts thereof within which the restriction applies; the employer must conduct a similar business within that geographic area; and the duration cannot exceed two years.	Yes	Yes	Yes, but agreement must contain a severability clause	Unresolved
MAINE	Yes	Me. Rev. Stat. tit. 26, c. 7 § 599-A (effective September 18, 2019)	Broadcasters (D23 Me. Rev. Stat. tit. 26, § 599); Veterinarians (Me. Rev. Stat. tit. 26, § 599-A); Lawyers (Me. R. Prof. C. 5.6)	Minimum income thresholds for agreements entered into on or after September 18, 2019	Yes	For agreements entered into on or after September 18, 2019, an employer must disclose prior to an offer of employment that a noncompete agreement will be required for new employees; an employer must provide a copy of the noncompete agreement not less than three business days prior to the date it must be signed for existing or prospective employees.	For agreements entered into on or after September 18, 2019, noncompete restrictions do not take effect until after one year of employment with the company or a period of six (6) months from the date the agreement was signed, whichever is later.	Yes	Probably	Yes	Unresolved
MARYLAND	Yes	Md. Code Ann., Lab. & Empl. § 3-716(a) (effective October 1, 2019)	Lawyers (Md. R Attorneys Rule 19-305.6)	Minimum income thresholds for agreements entered into on or after October 1, 2019	Yes	N/A	N/A	Yes	Probably not	Yes	



MASSACHUSETTS

MICHIGAN

MINNESOTA

MISSISSIPPI

MISSOURI

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MASSACHUSETTS	Yes	M.G.L. c. 149, § 24L (effective October 1, 2018)	Physicians (M.G.L. c. 112, § 12X); Nurses (M.G.L. c. 112, § 74D); Psychologists (M.G.L. c. 112, § 129B); Social Workers (M.G.L. c. 112, § 135C); Broadcasters (M.G.L. c. 149, § 186); Lawyers (Mass. R. Prof. C. 5.6)	Noncompetes entered into on or after October 1, 2018 are unenforceable against employees classified as nonexempt under the Fair Labor Standards Act; undergraduate or graduate student working part time; employees who are terminated without cause or laid off; employees who are 18 and under	No for agreements entered into on or after October 1, 2018 (must provide "fair and reasonable consideration independent from the continuation of employment"); Yes for agreements entered into before	For agreements entered into on or after October 1, 2018, the earlier of when an offer of employment is made or 10 business days before the first day of employment for new employees; 10 business days before the effective date for existing employees.	Effective October 1, 2018, (1) noncompetes are limited to 12 months following the employee's departure, unless they have breached a fiduciary duty to the employer or engaged in misappropriation (in which case the duration can be up to two years following separation); (2) noncompetes must be signed by both the employer and employee and must expressly state that the employee has a right to consult counsel before signing the agreement; (3) noncompetes cannot apply another state's law if the employee lived in Massachusetts for the last 30 days before cessation of their employment; (4) actions to enforce noncompete agreements must be initiated in the employee's home county or in Suffolk County; and (5) garden leave or other mutually agreed consideration is required for new employees, and "fair and reasonable" consideration is required for existing employees.	Yes	Yes, for agreements entered into before October 1, 2018; only if for cause or included in severance agreement on or after October 1, 2018	Yes	For agreements entered into before October 1, 2018, only with the express contractual provision; for agreements entered into on or after October 1, 2018, an extension of up to two years is permissible if the employee violated a fiduciary duty or unlawfully took company property.
MICHIGAN	Yes	Mich. Comp. Laws § 445.774a	Lawyers (Mi. R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Yes	Yes
MINNESOTA	Pre-July 1, 2023 – Yes Post-July 1, 2023 – No, with narrow exception in the sale of a business context or dissolution of a partnership or LLC	Minn. Stat. 181.988 (effective July 1, 2023)	Lawyers (Mn. R. Prof. C. 5.6)	N/A	Pre-July 1, 2023 – Yes (if bargained for and the employee receives substantial economic or personal benefits) Post-July 1, 2023 – N/A	N/A	Out-of-state choice-of-law and venue provisions are unenforceable; attorneys' fees available to employees who enforce rights under law	Yes	Yes (non-solicits only post-July 1, 2023)	Yes (non-solicits only post-July 1, 2023)	Infrequently
MISSISSIPPI	Yes	No	Lawyers (Mi. R. Prof. C. 5.6)	N/A	Yes (if for sufficient duration)	N/A	N/A	Yes	Yes	Yes	Only with express contractual provision
MISSOURI	Yes	Mo. Stat. Ann. § 431.202	Secretaries, Clerks (Mo. Rev. Stat. § 431.202); Lawyers (Mo R. Prof. C. Rule 4-5.6)	N/A	Conflicting authorities	N/A	N/A	Yes	Judicial discretion	Yes	No



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MONTANA	Yes	Mont. Code Ann. § 28-2-703, et seq.	Lawyers (Mt. R. Prof. C. 5.6)	N/A	No	N/A	N/A	Yes	No	Probably	Unresolved
NEBRASKA	Yes	No	Lawyers (Neb R. Prof. C. § 3-505.6)	N/A	Yes	N/A	N/A	Yes (however, cannot restrict solicitation of customers with whom employee did not do business or have personal contact)	Unresolved	No	Unresolved
NEVADA	Yes	Nev. Rev. Stat. § 613.195-200 and AB 276, Section 1	Lawyers (Nev. R. Prof. C. 5.6)	Unenforceable against employees paid solely on an hourly wage basis, exclusive of any tips or gratuities	Yes	N/A	Unenforceable against employees paid solely on an hourly wage basis, exclusive of any tips or gratuities	Yes	Unresolved, unless "the termination of the employment of an employee is the result of a reduction of force, reorganization or similar restructuring of the employer," in which case a noncompete "is only enforceable during the period in which the employer is paying the employee's salary, benefits or equivalent compensation, including, without limitation, severance pay."	Yes, and must not impose undue hardship on the employee	Yes
NEW HAMPSHIRE	Yes	N.H. Rev. Stat. § 275:70 and 275:70-a (effective September 8, 2019)	Physicians (N.H. Rev. Stat. § 329:31-a); Nurses (N.H. Rev. Stat. § 326-B:45-a); Podiatrists (N.H. Rev. Stat. § 315:18); Lawyers (N.H. R. Prof. C. 5.6)	Minimum income thresholds for agreements entered into on or after September 8, 2019	Yes	For new employees, employers must provide a copy of the noncompete agreement to a potential employee before the employee accepts an offer of employment.	N/A	Yes	Yes	Yes	No
NEW JERSEY	Yes	No	Physicians (N.J.A.C. 13:42-10.16); Psychologists (N.J. Admin. Code § 13:42-10.16); Lawyers (N.J. RPC 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Yes	No
NEW MEXICO	Yes	No	Health Care Practitioner Agreements (N.M.S.A. 1978, § 24-11-1, et seq.); Lawyers (N.M. R. Prof'l Cond. 5.6)	N/A	Unclear	N/A	N/A	Yes	Unresolved	Probably	No
NEW YORK	Yes	No	Broadcasters (N.Y. Lab. Law § 202-k); Lawyers (N.Y. R. Prof. Conduct 5.6)	N/A	Yes	N/A	N/A	Yes	Yes (split of authority as to whether cause is required)	Yes	Yes



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NORTH CAROLINA	Yes	N.C. Gen. Stat. § 75-1, et seq.	Locksmiths (21 NCAC 29.0502(e)) (governs both non-competes and non-solicits); Health Care Workers (common law "substantial harm" to public health standard); Lawyers (NC R BAR Ch. 2, Rule 5.6)	N/A	No (maybe for a specified duration)	N/A	Must be in writing and signed by the party agreeing to the restraint in trade	Yes	Yes	Yes	Unresolved
NORTH DAKOTA	No, with narrow exceptions in the sale of a business context or dissolution or disassociation relating to a partnership or LLC	N.D. Cent. Code § 9-08-06	Lawyers (N.D.R. Prof. C. 5.6)	N/A	No	N/A	N/A	Employee only	N/A	N/A	N/A
OHIO	Yes	No	Lawyers (Ohio R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Yes	Yes
OKLAHOMA	No, with narrow exceptions in the sale of a business context or dissolution or disassociation relating to a partnership or LLC	OK Stat. § 15-219A	Lawyers (Oklahoma Statutes, Title 5, chapter 1, Appendix 3-A- Oklahoma Rules of Professional Conduct, Rule 5.6)	N/A	N/A	N/A	N/A	Yes	Unresolved	Yes, but will not cure underlying defects	Only with express contractual provision
OREGON	Yes	ORS 653.295 (amendments effective January 1, 2022)	Home Health Care Employees (ORS 653.295(1)(e)); Lawyers (Or. R. Prof. C. 5.6)	Minimum income thresholds	No	For agreements entered into on or after January 1, 2022, at least two weeks before the first day of employment; employer must provide a signed, written copy of the terms of the noncompete within 30 days after the date of employee's termination.	Must not exceed 12 months	Yes	Yes	Yes	No
PENNSYLVANIA	Yes	No	Lawyers (Pa. R. Prof. C. 5.6)	N/A	No	N/A	N/A	Yes	Yes, but reason for termination will be taken into account	Yes	No
RHODE ISLAND	Yes	R.I. Gen. Laws § 28-59-1, et seq.	Physicians (R.I. Gen. Laws § 5-37-33); Lawyers (R.I. R. Prof. C. 5.6)	Minimum income thresholds; unenforceable against nonexempt employees, minors, and students in internships or short-term employment while enrolled at an educational institution	Probably	N/A	N/A	Yes	Unresolved	Yes	Yes



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SOUTH CAROLINA	Yes	No	Lawyers (Rule 5.6, RPC, Rule 407, SCACR)	N/A	No	N/A	N/A	Yes	Yes	Probably	Unresolved
SOUTH DAKOTA	Yes	S.D. Codified Laws § 53-9-8, et seq.	Health Care Providers (S.D. Codified Laws § 53-9-11.1); Independent Contractor Captive Insurance Agents (S.D. Codified Laws § 53-9-12); Lawyers (S.D. R. of Professional Ethics, Rule 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Yes, but disfavored	Unresolved
TENNESSEE	Yes	No	Health Care Providers (Tenn. Code Ann. § 63-1-148); Lawyers. (Tenn. Sup. Ct. R. 8, RPC 5.6)	N/A	Yes (if employment continued for sufficient duration)	N/A	N/A	Yes	Yes	Yes	Unresolved
TEXAS	Yes	Tex. Bus. & Com. Code § 15.50-52	Physicians (Tex. Bus. Com. Code § 15.50(b)); Lawyers (Tex. Disciplinary R. Prof. Conduct 5.6)	N/A	No	N/A	N/A	Yes	Yes	Yes; however, when a court modifies an agreement, the employer will be limited to injunctive relief (i.e., No damages for breach of the agreement)	Only with express contractual provision
UTAH	Yes	Utah Code § 34-51-101, et seq.	Broadcasting employees (Utah Code § 34-51-201(2)); Lawyers (Utah R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	Unresolved	Unresolved
VERMONT	Yes	No	Beauticians/ Cosmetologists (26 Vt. Stat. § 281(c)); Lawyers (Vt. R. Prof. C. 5.6)	N/A	Yes	N/A	N/A	Yes	Yes	No, but may be possible if contract specifically provides for it	No
VIRGINIA	Yes	Va. Code Ann. § 40.1-28.7:8	Lawyers (VA R S C T P 6 § 2 RPC Rule 5.6.)	Minimum income thresholds for agreements entered into on or after July 1, 2020	Yes	Employers must post a notice of Va. Code Ann. § 40.1-28.7:8 at all times.	N/A	Yes	Yes	No	Yes



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WASHINGTON	Yes	WA ST 49.62-005-900 (effective January 1, 2020)	Broadcasting (WA ST § 49.44.190); Lawyers (WA R. Prof. C. 5.6)	Minimum income thresholds for agreements entered into on or after January 1, 2020 and unenforceable if employee is terminated because of a layoff unless during its term the employer provides compensation equivalent to the employee's base salary at the time of termination, less any compensation earned through subsequent employment	No	For agreements entered into on or after January 1, 2020, employer must disclose terms before or during offer acceptance, including if enforceable at a later date.	Term more than 18 months post-termination is presumed unreasonable	Yes	Yes, but if there is a layoff, an employer must provide compensation equivalent to the employee's base salary at the time of termination for the entire period of enforcement	Yes	Unresolved
WEST VIRGINIA	Yes	No	Physicians (W. Va. Code 47-11E-1-5); Lawyers (W.Va. R. Prof. C. 5.6)	N/A	No	N/A	N/A	Yes	Yes, for cause	Yes	No
WISCONSIN	Yes	Wis. Stat. Ann. § 103.465	Lawyers (Wisconsin SCR 20:5.6)	N/A	Yes (if conditioned upon executing the agreement)	N/A	N/A	Yes	Unresolved	No	Unresolved
WYOMING	Yes	No	Lawyers (Wyo. R. Prof. C. 5.6)	N/A	No	N/A	N/A	Not yet decided	Probably	No	Unresolved