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State	What law governs trade secret claims in the State?	Does the State apply the Inevitable Disclosure Doctrine?	Are non-competition agreements enforced?	Does the State allow blue pencilling, red pencilling, or reformation of non- competition agreements?
Alabama	Ala. Code § 8-27-1, et seq.	No.	Yes.	Contract may be reformed.
Alaska	Alaska Code §§ 45.50.910, et seq.	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Arizona	Ariz. Rev. Stat. §§ 44-401, et seq.	Doctrine has neither been rejected or adopted.	Yes.	Blue pencil (i.e., the offending provision may be deleted and the remaining provisions enforced).
Arkansas	Ark. Code Ann. §§ 4-75-601, et seq.	Yes.	Yes.	Red pencil (i.e., the entire agreement will be considered unenforceable if one provision is found to be so).
California	Cal. Civil Code §§ 3426-3426.11	No.	No. <u>But see</u> Cal. Business & Professions Code §16600 (potentially allows non-competition agreements with respect to trade secrets).	n/a
Colorado	Colo. Rev. Stat. §§ 7-74-101 to 7-74-110	Yes.	Yes, with limitations <u>See</u> Colo. Rev. Stat. § 8-2-113.	Contract may be reformed.
Connecticut	Conn. Gen. Stat. §§ 35-51, et seq.	Yes.	Yes.	Contract may be reformed.
Delaware	6 Del. Code Ann. §§ 2001, et seq.	Yes.	Yes.	Contract may be reformed.

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District of Columbia	D.C. Code Ann. §§ 36-401 to 36-410	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed or a blue pencil employed.
Florida	Fl. Stat. Ann. §§ 688.001, et. seq.	Florida decisions are inconsistent.	Yes.	Contract must be reformed if it is found to otherwise be unenforceable.
Georgia	O.C.G.A. §§ 10-1-760 to 10-1-767	Doctrine has been rejected as a free-standing claim but recognized as a means to establish an element of threatened misappropriation.	Yes.	Contract may be reformed or a blue pencil employed.
Hawaii	Haw. Rev. Stat. §§ 482B-1 through 482B-9	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Idaho	Idaho Code §§ 48-801, et seq.	No.	Yes.	Contract may be reformed.
Illinois	765 III. Comp. Stat. Ann. 1065/1-9	Yes.	Yes.	Contract may be reformed.
Indiana	Ind. Code §§ 24-2-3-1, et. seq.	Doctrine has neither been rejected or adopted.	Yes.	Blue pencil.
lowa	I.C.A. § 550.1 to 550.8	Yes, but, thus far, only as a way to demonstrate threatened misappropriation.	Yes.	Contract may be reformed.
Kansas	Kan. Stat. §§ 60-3320 to 60-3330	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.

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Kentucky	KRS §§ 365.880 to 365.900	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Louisiana	La. Rev. Stat. §§ 51:1431, et. seq.	No.	Yes.	Blue pencil may be employed, if it is permitted by the relevant agreement.
Maine	10 M.R.S.A. §§ 1541 to 1548	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Maryland	Md. Com. Law §§ 11-1201 to 11-1209	No	Yes.	Blue pencil
Massachusetts	Mass. Gen Laws Ch. 93, §§ 42, 30. The USTA has not yet been adopted in Massachusetts. HB27, which seeks to do so, remains pending.	No, but certain cases indicate that it may apply under limited facts.	Yes.	Contract may be reformed.
Michigan	M.C.L.A. §§ 455.1903, et seq.	Yes.	Yes.	Contract may be reformed.
Minnesota	Minn. Stat. §§ 325C.01-325C.08	Probably, yes. The doctrine has, thus far, been applied only in limited circumstances and as part of proving threatened misappropriation.	Yes.	Contract may be reformed.
Mississippi	Miss. Code Ann. §§ 75-26-1, et seq.	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.

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Missouri	Mo. Rev. Stat. §§ 417.450, et seq.	Doctrine has been recognized but construed narrowly.	Yes.	Contract may be reformed.
Montana	Mont. Code Ann. §§ 30-14-401, et seq.	Doctrine has neither been rejected or adopted.	No. See Mont. Code Ann. § 28-2-703.	Blue pencil.
Nebraska	Neb. Rev. St. §§ 87-501 to 87-507	Doctrine has neither been rejected or adopted.	Yes.	Red pencil.
Nevada	N.R.S. §§ 600A.010, et seq.	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
New Hampshire	N.H. Rev. Stat. §§350-B:1 through 350-B:9	The doctrine has not yet been applied, and it is unclear whether it would be. NH courts have speculated, while not deciding, both that it would and would not.	Yes.	Contract may be reformed.
New Jersey	N.J. Stat. Ann. § 56:15-1 (enacted January 9, 2012)	Yes, but with mixed results.	Yes.	Contract may be reformed.
New Mexico	N.M.S.A. §§ 57-3A-1, et. seq.	Doctrine has neither been rejected or adopted.	Yes.	Not yet determined.
New York	New York has not adopted the USTA. It instead relies on common law and defines trade secrets as found in comment b to Restatement of Torts § 757.	Yes, although recent opinions express some hostility to the doctrine.	Yes.	Contract may be reformed.

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North Carolina	N.C. Gen. Stat. §§ 66-152, et seq.	Yes.	Yes.	Blue pencil.
North Dakota	N.D. Cent. Code §§ 47-25.2-01 to 47-25.2-08	Doctrine has neither been rejected or adopted.	No. <u>See</u> N.D. Cent. Code § 9-08-06	n/a
Ohio	Ohio Rev. Code Ann. §§ 1333.61, et seq.	Yes.	Yes.	Contract may be reformed.
Oklahoma	Okla. Stat. tit. 78, §§ 85-94	Doctrine has neither been rejected or adopted.	No. <u>See</u> Okla. Stat. tit. 15, Sec. 219A.	n/a
Oregon	Or. Rev. Stat. §§ 646.46 through 646.475	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Pennsylvania	12 Pa. Cons. Stat. §§ 5301-5308	Yes.	Yes.	Contract may be reformed.
Rhode Island	R.I. Gen. Laws §§ 6-41-1 to 6-41-11	Doctrine has neither been rejected or adopted.	Yes.	Blue pencil.
South Carolina	S.C. Code Ann. §§ 39-8-10, et seq.	Doctrine has neither been rejected or adopted.	Yes.	The case law is presently unclear, but application of a red pencil appears likely.
South Dakota	S.D. Codified Laws §§ 37-29-1, et seq.	Doctrine has neither been rejected or adopted.	Yes.	The case law is presently unclear, but it appears likely that South Dakota courts will permit reformation.

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Tennessee	Tenn. Code Ann. §§ 47-25-1701 to 47-25-1709	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Texas	Texas has not adopted the USTA. It instead relies on common law and defines trade secrets as found in comment b to Restatement of Torts § 757.	Doctrine has been applied, but it does not appear to have been expressly adopted.	Yes.	Contract must be reformed.
Utah	Utah Code Ann. §§ 13-24-1 to 13-24-9	Yes.	Yes.	Not yet determined.
Vermont	9 Vt. Stat. Ann. §§ 4601-4609	Doctrine has neither been rejected or adopted.	Yes.	Not yet determined.
Virginia	Virginia Va. Code §§ 59.1-336, et seq.	No.	Yes.	Red pencil.
Washington	Wash. Rev. Code §§ 19.108.010	Yes.	Yes.	Contract may be reformed.
West Virginia	W. Va. Code §§ 47-22-1, et. seq.	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.
Wisconsin	Wis. Stat. Ann. §§ 134.90, et seq.	Doctrine has been favorably discussed in other contexts but not yet adopted.	Yes.	Red pencil.
Wyoming	Wyo. Stat. Ann. §§ 40-24-101 through 40-24-110	Doctrine has neither been rejected or adopted.	Yes.	Contract may be reformed.



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Please note that the columns of the chart dealing with non-competes, on a State-by-State basis, indicate only that it is theoretically possible that a State court would enforce or reform a non-compete in that State. Obviously, the States which enforce non-competes impose various requirements for enforcement, which vary widely in substance and strictness, and State courts also typically recognize a number of potential defenses to enforcement. Thus, theoretical enforceability may not count for much in certain jurisdictions, viewed as a practical matter. Under such circumstances, the attached chart is not intended to provide legal advice that any particular non-compete might be enforceable in a certain situation, but instead is drafted to provide a starting point for analysis. Readers should seek advice of counsel to determine whether a specific agreement, or form of agreement, is appropriate for a specific State, and whether the facts of a situation will support or negate enforcement. One should similarly exercise caution in approaching the part of the chart dealing with applicability of the inevitable disclosure doctrine. In addition, readers should understand that this article provides a summary of State law which is current only as of the "update date" noted above, and that the areas of law summarized in the chart are dynamic and evolving, and could materially change at any future point in time.

For more information, please contact:



Brooke L. French bfrench@CFJBLaw.com www.CFJBLaw.com/bfrench 404.815.2704

www.CFJBLaw.com