

50 State Non-Compete Chart 1/1/22

Jurisdiction	Employee Non-competes Enforceable?	Excluded Employees	Pre-Employment Notice Requirement	At-Will Employment as Consideration for Non-competes? (At Time of Hire)	At-Will Employment as Consideration for Non-competes? (Continued Employment)	Court Modification
Federal	N/A	N/A	N/A	N/A	N/A	N/A
Alabama	Yes	<ul style="list-style-type: none"> • Doctors; • Certified professional accountants; • Veterinarians; and • Physical therapists 	Non-competes signed before employment begins are invalid	Yes	Yes	Yes
Alaska	Yes	N/A	No	Unclear	Unclear	Yes
Arizona	Yes	<ul style="list-style-type: none"> • Broadcast employees; and • Covenants not to compete between physicians are to be strictly construed 	No	Yes	Yes	Limited
Arkansas	Yes	Licensed medical professionals	No	Yes	Yes	Yes
California	No	N/A	N/A	N/A	N/A	N/A
Colorado	Yes	Physicians	No	Yes	Yes	Yes
Connecticut	Yes	<ul style="list-style-type: none"> • Broadcast employees; • Security guards; and • Limitations on covenants not to compete for physicians 	No	Yes	No	Limited
Delaware	Yes	Physicians	No	Yes	Yes	Yes
District of Columbia	No	Limitations on covenants not to compete for medical specialists	Yes, for medical specialists	N/A	N/A	Limited
Florida	Yes	Mediators	No	Yes	Yes	Yes
Georgia	Yes	N/A	No	Yes	Yes	Yes

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Hawaii	Yes	Technology business employees	No	Yes	Undecided by state courts	Yes
Idaho	Yes	Non-key employees	No	Yes	Yes, as long as the non-compete does not exceed 18 months	Yes
Illinois	Yes	Employees earning less than the earnings threshold	Yes	Yes, if followed by a "substantial" period of employment, defined as at least 2 years	Yes, if there is continued employment for a "substantial" period of employment, defined as at least 2 years	Yes
Indiana	Yes	Limitations on covenants not to compete for physicians	No	Yes	Yes	Limited
Iowa	Yes	N/A	No	Yes	Yes	Yes
Kansas	Yes	N/A	No	Yes	Yes, if there is continued employment for a "substantial" period of employment	Yes
Kentucky	Yes	N/A	No	Yes	No	Yes
Louisiana	Yes	Automobile salespersons	No	Yes	Yes	Limited
Maine	Yes	<ul style="list-style-type: none"> • Broadcast employees; and • Low-wage workers 	Yes	Yes	Yes, if there is continued employment for a "substantial" period of employment	Yes

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Maryland	Yes	Low-wage workers	No	Yes	Yes, if there is continued employment for an appreciable amount of time	Limited
Massachusetts	Yes	<ul style="list-style-type: none"> • Physicians/psychologists; • Nurses; • Social workers; • Broadcast employees; • Nonexempt employees under the FLSA; • Undergraduate and graduate internships, whether paid or unpaid; • Employees who have been terminated without cause or laid off; and • Employees who are aged 18 and under 	Yes, non-compete agreements must be provided with the formal employment offer, or 10 business days before the commencement of employment, whichever is earlier	Yes	No	Yes
Michigan	Yes	N/A	No	Yes	Yes	Yes
Minnesota	Yes	N/A	No	Yes	No	Yes
Mississippi	Yes	N/A	No	Yes	Yes	Yes
Missouri	Yes	Employees who provide secretarial or clerical services	No	Yes	Yes	Yes
Montana	Yes, in limited circumstances	N/A	No	Yes	No	Yes
Nebraska	Yes	N/A	No	Yes	Yes	No
Nevada	Yes	Hourly employees	No	Yes	Yes	Yes
New Hampshire	Yes	<ul style="list-style-type: none"> • Physicians; and • Low-wage workers 	Yes, non-compete agreements must be provided before a job offer is accepted	Yes	Yes	Yes
New Jersey	Yes	Licensed psychologists	No	Yes	Yes	Yes
New Mexico	Yes	Health care professionals	No	Unclear	Unclear	Unclear

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New York	Yes	Broadcast employees	No	Yes	Yes	Yes
North Carolina	Yes	N/A	No	Yes	No	Limited
North Dakota	No	N/A	N/A	N/A	N/A	N/A
Ohio	Yes	N/A	No	Yes	Yes	Yes
Oklahoma	No	N/A	N/A	N/A	N/A	N/A
Oregon	Yes	<ul style="list-style-type: none"> • On-air talent restrictions; • Nonexempt employees; • Home care workers; and • Personal support workers 	Yes, at least two weeks' advanced written notice is required	Yes	No	Yes
Pennsylvania	Yes	N/A	No	Yes	No	Yes
Rhode Island	Yes	<ul style="list-style-type: none"> • Physicians; • Nonexempt employees under the Fair Labor Standards Act; • Undergraduate or graduate students that participate in an internship or otherwise enter a short-term employment relationship with an employer, whether paid or unpaid, while enrolled at an educational institution; • Employees aged 18 and under; and • Low-wage employees. 	No	Yes	Unclear	Yes
South Carolina	Yes	N/A	No	Yes	No	None
South Dakota	Yes	All health care providers	No	Yes	Yes	Yes
Tennessee	Yes	Physicians (in certain circumstances)	No	Yes	Yes, if there is continued employment for an appreciable amount of time	Applies a rule of reasonableness

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Texas	Yes	Physicians (in certain circumstances)	No	No	No	Yes
Utah	Yes	Broadcast employees (in certain circumstances)	No	Yes	Yes	Unclear
Vermont	Yes	Barbers and cosmetology students (limited restrictions)	No	Yes	Yes	Unclear
Virginia	Yes	Low-wage workers	No	Yes	Yes	No
Washington	Yes	Broadcast employees	Yes	Yes	No	Yes
West Virginia	Yes	Physicians	No	Yes	No	Yes
Wisconsin	Yes	N/A	No	Yes	Yes	No
Wyoming	Yes	N/A	No	Yes	No	Yes