



Developments in Noncompete Matters

News

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John Singer, an associate in Chicago, was quoted in the *Employment Law 360* article “Noncompete Roundup: Developments that You Might Have Missed.” The article noted that as career-focused social networking site LinkedIn has grown increasingly prominent, more and more courts have considered whether and how connecting online can violate restrictive covenants like nonsolicitation and noncompete agreements. The article states that these decisions have started to form a pattern.

John said, “Courts have really come out in a way that’s differentiating between active uses of social media to solicit former customers or clients, and sort of passive uses of social media.”

Two recent decisions illustrate the different ways courts have treated LinkedIn solicitations. In June, an Illinois appeals court ruled an insurance seller did not violate an agreement not to solicit his former co-workers when he sent invitations to connect to ex-colleagues on LinkedIn.

The court determined that the communications were “generic” form invitations. This could suggest that courts might not favor more explicit solicitations.

The District of Minnesota handed down a decision the next month, granting an injunction to a company whose former employee told her connections, which included former clients, to “call [her] today” for a quote from her new employer.

John pointed out that with LinkedIn continuing to grow in prominence, employers may want to factor the site into their noncompete plans. “I think employers are well-served to think about the fact that a lot of their employees do use social media to stay in touch with co-workers, and keep that in mind when they’re drafting their restrictive covenants or noncompete agreements.”

The article is on [*Employment Law 360*](#). (*Subscription required.*)

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