HOW TO BEAT YOUR VIRGINIA

NON-COMPETE

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— And —

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PREFACE

Walt Disney once said, "The way to get started is to quit talking and begin doing." Sound advice, but what if Mr. Disney had signed a non-compete agreement with his first employer, Laugh-O-Grams? Would he still have moved to Hollywood and started his own studio? Or would this great American inventor have stayed in Missouri and accepted a job selling shoes for Sears? Thankfully, Mr. Disney's imagination was not stifled by an employment agreement or subject to the terms of a non-compete provision.

Chances are good the current executives at the Walt Disney Company, along with millions of other working Americans, have signed an agreement that contains language limiting their future employment. These agreements are typically referred to as "non-compete" agreements. They exist in all areas of commerce and are not limited to certain industries or high paid positions. Despite our collective admiration of the American dream, it has become common practice for Americans to surrender autonomy by signing restrictive employment agreements.

The bad news is many Americans cannot follow Disney's advice and "quit talking and begin doing" when they are contractually bound not to practice their profession or utilize their job skills for two years within one hundred miles of their home. Or can they?

Let us confess our bias: We hate non-compete agreements. They are bad for employees, bad for our economy, and