

### *Supreme Court Issues Opinion on Noncompetes Under Texas Law*

Today, the Texas Supreme Court issued an opinion that makes it easier to find enforceable consideration for a covenant not to compete. The Court examined whether a noncompete in an at-will employment agreement is enforceable when the employee expressly promises not to disclose confidential information (nondisclosure promise), but the employer makes no express return promise to provide confidential information. The Court held that, even in the absence of the employer's express promise to provide confidential information, a noncompete would be enforceable based on an implied promise if the underlying job position reasonably requires the employer to provide confidential information to the employee and the other requirements of the Covenant Not to Compete Act are satisfied.

As a result, employees who promise not to disclose and not to compete may be held to their noncompetes as long as their jobs involve confidential information, and the employer can prove it. We expect the next area of focus in litigation to be whether the noncompetes themselves are reasonable in scope.

To review the Court's Opinion, go to the following web site:  
<http://www.supreme.courts.state.tx.us/historical/2009/apr/070490.htm>.

If you have questions, please contact:

**Jennifer Burr Altabef**  
214.855.3011  
[jaltabef@ccsb.com](mailto:jaltabef@ccsb.com)

**Mike Birrer**  
214.855.3113  
[mbirrer@ccsb.com](mailto:mbirrer@ccsb.com)

**Angelina LaPenotiere**  
214.855.3095  
[alapenotiere@ccsb.com](mailto:alapenotiere@ccsb.com)

Or visit our web site at: [http://www.ccsb.com/core\\_practice\\_areas/employment.html](http://www.ccsb.com/core_practice_areas/employment.html)

This bulletin provides only general information and is not intended as legal advice.  
To subscribe or unsubscribe to this publication, please contact us at [ccsb@ccsb.com](mailto:ccsb@ccsb.com).