

Publication

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"Legitimate Business Interest" in Non-Compete Agreements, a Sequel: Using the Changing Law to Your Advantage

Sonya Rosenberg co-authored the article "'Legitimate Business Interest' in Non-Compete Agreements, a Sequel: Using the Changing Law to Your Advantage," published in the Winter 2010 edition of *The Illinois Manufacturer*. In the article, Sonya revisits her Spring 2008 article on non-compete agreements and the changing role of the "legitimate business interest" in enforcing non-competes. In that article, Sonya predicted that Illinois courts may stop analyzing whether employers have a "legitimate business interest" in seeking to enforce their noncompete agreements and instead focus their attention on whether the agreements are appropriately limited in their scope and duration. Two years later, an Illinois appellate court decision proved that her prediction may be right. The case of *Sunbelt Rentals v. Ehlers*, 394 Ill. App. 3d 421 (App. Ct. 4th Dist. 2009), rejected the application of the "legitimate business interest" analysis and held a non-compete agreement to be enforceable based only on its geographic scope and time period.

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