

## PRACTICE

# Employment-Related Agreements

## KEY CONTACTS

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## OVERVIEW

## EMPLOYMENT-RELATED AGREEMENTS

Our clients rely on our employment team to draft and review employment, independent contractor, non-competition, non-solicitation, confidentiality, non-disclosure, severance and separation agreements.

We routinely advise clients on the enforceability of non-competition, non-solicitation and restrictive covenant agreements. We have obtained numerous injunctions for employers, enforcing such agreements against their former employees. Conversely, we frequently have defeated applications for injunctive relief brought by employers against their former employees and the employees' new employers.

*Chambers USA* recognizes our Labor & Employment practice among the most notable in Massachusetts.

## How we can help

- Employment agreements and offer letters
- Separation and severance agreements
- Consulting/cooperation agreements
- Non-competition, non-solicitation and restrictive covenant agreements
- Non-disclosure agreements
- Policies and procedures

## EXPERIENCE

**A business executive finds a way to amicably move on**

We represented the CEO of a transportation-services company when the company's board, according to the client, usurped his authority and violated his employment agreement. This required diplomacy in dealing with the chair of the board. Our client wanted to move on amicably. We offered a bundle of solutions that addressed the restrictions and avoided potential problems. In a matter of one month, the parties arrived at an agreement that was the best for both sides, including a transition period.

## OTHER EXPERIENCE

- Victory in a breach of contract and employment dispute including Federal Court dismissal of all ten counterclaims asserted, resulting in issuance of landmark Massachusetts federal decision clarifying non-compete law on material change doctrine in favor of client.
- Counseled many clients regarding enforceability of non-compete agreements.
- Employee Loan Agreements for a major Massachusetts employer.
- Written Information Security Program Policy (WISP) for a college.
- Dismissal, affirmed on appeal, of a complaint brought by a former consultant alleging breach of contract and violation of G.L. c. 93A in connection with stock options that had expired before the consultant attempted to exercise them.