

Use this checklist to determine whether your covenant not to compete is enforceable under Louisiana law.

<p>1. Is the Non-Compete premised on continued employment?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Is the geographic scope reasonable?</p> <ul style="list-style-type: none"> <li>• Are the parishes or municipalities where competition is restrained must be specified within the agreement itself?</li> <li>• Is enforcement is limited to parishes or municipalities where the first employer actually conducts business?</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Is the temporal scope reasonable?</p> <ul style="list-style-type: none"> <li>• Is it limited to two years or less after the last date of work performed?</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Is the prohibited scope of activity reasonable?</p> <ul style="list-style-type: none"> <li>• Is the prohibition limited to carrying on or engaging in a business similar to that of the employer?</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

If the answers to all of the questions in the checklist are “yes,” then it is likely an enforceable non-compete in Louisiana. However, this will of course be “judge dependent” who will be the final arbiter of reasonableness.



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