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**University of Missouri-Kansas City School of Law
Advanced Legal Research Pathfinder**

**Non-Compete Agreements in Kansas & Missouri
By: Benjamin Wietharn**

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Table of Contents

I.	Introduction	3
	1. Overview	3
	2. Intended Audience	3
II.	A Time-Sensitive Search – Finding the Law Quickly	4
	1. Case Law	4
	2. Books & Treatises	4
	3. CLE Publications	4
	4. Law Review & Journals	5
III.	Primary Sources	6
	1. Kansas	6
	2. Missouri	9
IV.	Secondary Sources	14
	1. Books & Treatises	14
	2. CLE Publications	15
	3. Law Reviews & Journals	15
	4. American Law Reports (ALR)	17
	5. News	18
	6. Legal Encyclopedias	21
	7. Catalogs	22
V.	Conclusion	24

I. INTRODUCTION

1. Overview

As of July 2022, each month of the year over four million employees decided to leave their jobs.¹ Not only that, 40% of employees throughout the United States are contemplating a change in employment.² With employees constantly transitioning—or on the brink of transitioning—between jobs, non-compete agreements are a crucial mechanism for employers in protecting their competitive interests. The absence of non-compete agreements would allow individuals to leave their current employer for its direct competitor, bringing with them and utilizing important information acquired from the former employer. This pathfinder attempts to provide information about the law of enforcing non-compete agreements in Kansas and Missouri, and to be a guide for researchers in finding relevant material.

2. Intended Audience

This pathfinder is intended for attorneys unfamiliar with the enforceability requirements of non-compete agreements in Kansas and Missouri. Whether such attorneys are preparing to litigate a non-compete dispute or are looking to properly draft a non-compete provision or agreement, this pathfinder should be a starting place and guide for their research. Law students interested in this topic may also be a potential audience.

¹ Nuthawut Somsuk, *40% of workers are considering quitting their jobs soon—here's why they're going*, CNBC (Nov. 17, 2022), <https://www.cnbc.com/2022/07/20/40percent-of-workers-are-considering-quitting-their-jobs-soon.html>

² *Id.*

II. A TIME-SENSITIVE SEARCH - FINDING THE LAW QUICKLY

This section is intended for the practicing attorney or law student to find the applicable law quickly, without having to conduct a more in-depth, all-encompassing search. The following sources within this section are the most helpful in understanding the law and what it requires.

1. Case Law

a. Kansas:

- i. *Weber v. Tillman*, 259 Kan. 457 (1996).
- ii. *Idbeis v. Wichita Surgical Specialists, P.A.*, 279 Kan. 755 (2005).

b. Missouri:

- i. *Healthcare Servs. of the Ozarks, Inc. v. Copeland*, 198 S.W.3d 604 (2006).
- ii. *Sturgis Equipment Co., Inc. v. Falcon Indus. Sales Co.*, 930 S.W.2d 14 (1996).

2. Books & Treatises

a. Kansas:

- i. Brian M. Malsberger, *Covenants Not to Compete: A State-by-State Survey, Kansas* (2022).

b. Missouri:

- i. Brian M. Malsberger, *Covenants Not to Compete: A State-by-State Survey, Missouri* (2022).

- c. These surveys are very helpful, not only in laying out the state's requirements for enforcing non-compete agreements, but by providing an all-encompassing overview of the cases most relevant to each factor considered by courts, as well as the many different contexts in which the factors have been applied.

3. CLE Publications

- a. Mo. Employer-Employee Law § 17 (MoBar 3rd ed. 2008).

- i. This source is helpful in that it lays out Missouri's requirements for enforcing non-compete agreements, as well as the state's decisions regarding specific issues for enforcement, such as what Missouri has

recognized as a legitimate proprietary right of the employer. In doing so, it cites to Missouri's important cases and is thus a good starting point to find relevant case law. Additionally, it is also helpful in that it contains various examples of Missouri decisions upholding non-competes.

4. Law Reviews & Law Journals

- a. John Vering and David Jermann, *The Road Ahead: "Kansas Noncompete Agreements An Updated Overview,"* 77 J. Kan. B. Ass'n 22, (2008).
 - i. This article is very helpful for Kansas research by providing a clear description as to what is required to enforce non-compete agreements, suggestions on how to best draft non-compete agreements, as well as analysis of other issues that arise in this context.

III. PRIMARY SOURCES

There are no statutes governing the enforceability of non-compete agreements in Kansas; and for Missouri, while there is a statute governing restrictive covenants not to hire, recruit, solicit, or interfere, it expressly exempts covenants not to compete under Mo. Rev. Stat. § 431.202. Therefore, the governing primary authority for both Kansas and Missouri is case law.

I will provide an overview of a couple important, illustrative cases for each state, and then list notable cases for specific issues. Note that most cases in Kansas, which happen to be the most illustrative, are those in the medical profession.

Search Method from Westlaw/Lexis: Kansas>search “atleast5(non-compete).”

1. Kansas

- a. The Rule: in order to enforce a non-compete covenant ancillary to an employment contract, it must be “reasonable under the circumstances and not adverse to the public welfare.”³ In determining the reasonableness of the non-compete, Kansas Courts consider four factors: (1) whether it protects a legitimate business interest of the employer, (2) whether the covenant creates an undue burden on the employee, (3) whether the covenant is injurious to the public welfare, and (4) whether, considering the circumstances and particular facts, the time and territorial limitations are reasonable.⁴
- b. *Weber v. Tillman*, 259 Kan. 457 (1996).
 - i. Summary/Holding: The 2-year, 30-mile non-compete prevented a dermatologist/physician only from “dermatology services” but allowed the dermatologist/physician to practice in other areas of medicine within the restricted territory. The Court held that the non-compete was reasonable and therefore enforceable.
 - ii. Legitimate Business Interest: The Court found that—where the former employee had no connection to the community and took the former employer’s patients when he left—the employer’s asserted interest in protecting their investment of years, education, and effort in establishing the practice and value of good will developed over 17 years was a legitimate business interest.
 - iii. Undue Burden on the Employee: The Court concluded that, because the former employee was not restricted from pursuing his chosen

³ *Idbeis v. Wichita Surgical Specialists P.A.*, 279 Kan. 755, 112 P.3d 81 (2005).

⁴ *Id.*

profession altogether, there was no undue burden on their right to practice medicine.

- iv. Injurious to the Public Welfare: The Court acknowledged that, while it may be injurious if enforcement would create a shortage of physicians in the community, here, since there was no shortage of physicians and dermatology was deemed not “medically necessary” for purposes of considering a potential shortage, there was no injury to the public.
- v. Reasonableness of Time and Territorial Restrictions: The Court concluded that the time and geographic restrictions were no greater than necessary to protect the legitimate business interests.

c. *Graham v. Cirocco*, 31 Kan.App.2d 563 (2003).

- i. Summary/Holding: The non-compete between the employer and former employee (both colorectal surgeons) prohibited the former employee from practicing for two years, and geographically restricting them from work within 25 miles, effectively freezing him out of metropolitan Kansas City. The court held that the non-compete was unenforceable.
- ii. Legitimate Business Interest: While the patient relationships might have been of limited time, the court concluded that the employer had legitimate business interests in his patients and referral sources.
- iii. Undue Burden on the Employee: Because the 25-mile geographic restriction would practically give the former employer a monopoly for colorectal surgeons on the Kansas side of the state line, the court found that the non-compete imposed an undue burden.
- iv. Injurious to the Public Welfare: Since there was a shortage of colorectal surgeons—a specialty deemed “medically necessary”—in the area, the court concluded it would be injurious to public welfare.
- v. Reasonableness of Time and Territorial Restrictions: While the 2-year restriction was not an issue, the geographic terms prohibiting medical practice in the entire metropolitan area exceeded the reasonable scope.

d. **Examples of time and geographic restrictions upheld as reasonable:**

- i. *Wichita Clinic, P.A. v. Louis*, 39 Kan. App. 2d 848 (2008).
 - 1. 3-year, 1-county non-compete agreement

ii. *Caring Hearts Personal Home Services, Inc. v. Hobley*, 35 Kan. App. 2d 345 (2006).

1. 2-year non-compete against nurses, only restricting against patients they served while working for the former employer.

e. Examples of time and geographic restrictions held unreasonable:

i. *Digital Ally, Inc. v. Corum*, 2017 BL 141876 (D. Kan. Apr. 28, 2017).

1. 2-year non-compete preventing the former employee from “working almost anywhere.”

ii. *Servi-Tech, Inc. v. Olson*, 2017 BL 308803 (D. Kan. Sept. 1, 2017).

1. 2-year, 50-mile non-compete.

f. Notable Cases – Legitimate Business Interests

i. *Idbeis v. Wichita Surgical Specialists, P.A.*, 279 Kan. 755 (2005) (attaining or maintaining an employer’s large size or “critical mass” is not a legitimate business interest in Kansas).

ii. *Weber v. Tillman*, 259 Kan. 457 (1996).

1. While I laid out this case above, it is important to note that, aside from its recognition of customer contacts as a legitimate interest, the Court acknowledged that other jurisdictions have also recognized legitimate interests in special training of employees, confidential business information, trade secrets, loss of clients, good will, reputation, referral sources, and seeing that contracts with clients continue.

iii. *Allen, Gibbs, & Houlik, L.C. v. Ristow*, 32 Kan.App.2d 1051 (2004).

1. Although *Weber* recognized as a legitimate business interest the special training of employees, this case discusses to what extent specialized training would be a protectable interest.

iv. Search Methods:

1. Westlaw/Lexis: the original search will have these cases within the top search results.

g. Notable Cases - The Requirement of Consideration

- i. *Puritan-Bennet Corp. v. Richter*, 8 Kan. App. 2d 311 (1983) ((1) the signing of a non-compete at the inception of the employment relationship constitutes sufficient consideration, and (2) a promotion may also constitute valid consideration).
- ii. *Wichita Clinic, P.A. v. Louis*, 39 Kan.App.2d 848 (2008) (continued employment constitutes sufficient consideration).
- iii. *Uarco, Inc. v. Eastland*, 584 F. Supp. 1259 (D. Kan. 1984) (an increase in salary constitutes valid consideration).
- iv. Search Methods:
 - 1. Westlaw/Lexis: After filtering my search to Kansas, I used the search bar, inserting, “atleast3(non-compete) AND atleast3(consideration).”

h. Requirements - Injunctive Relief

- i. For injunctive relief, the “plaintiff must show: (1) a substantial likelihood of success on the merits; (2) irreparable harm in the absence of an injunction; (3) the threatened harm outweighs the injury that an injunction may impose upon the opposing party; and (4) an injunction is not adverse to the public interest.”⁵
- ii. *Zurn Constr. Inc. v. B.F. Goodrich Co.*, 685 F. Supp. 1172, 1181 (D. Kan. 1988) (“loss of customers, loss of goodwill, and threats to a business’ viability” constitute irreparable harm)
- iii. Search Methods:
 - 1. Westlaw/Lexis: To find additional cases regarding the application of these requirements, search “atleast3(non-compete) & injunction & “irreparable harm.”

2. Missouri

- a. The Rule: a non-compete covenant is enforceable if “reasonable under all of the attending circumstances and if enforcement serves the employer’s legitimate protectable interests.”⁶ “[A] non-compete agreement is reasonable if it is no more restrictive than necessary to protect the legitimate interests of the employer.”⁷

⁵ *SizeWise Rentals, Inc. v. Mediq/PRN Life Support Servics, Inc.*, 87 F.Supp.2d 1194, 1198 (D. Kan. 2000).

⁶ *AEE-EMF, Inc. v. Passmore*, 906 S.W.2d 714, 719 (Mo. App. W.D. 1995).

⁷ *Healthcare Servs. Of the Ozarks, Inc. v. Copeland*, 198 S.W.3d 604 (2006).

b. *Healthcare Servs. of the Ozarks, Inc. v. Copeland*, 198 S.W.3d 604 (2006).

- i. Summary: This case involves nurses with a couple of 2-year, 100-mile non-compete agreements and is important because of its holdings on what is reasonable, what is a protectable interest, and applicable definitions.
- ii. Holding: Since there was no indication that the former employer kept the information at issue a secret, how it was valuable to them, how a competitor could use it, the amount or resources devoted to the management system, or anything specific to allow the court to determine how easily the information could be duplicated, there was no protected interest in a “trade secret.” However, because the former employees they had relationships with the employees, had knowledge of the salary structure, and were able to use their knowledge and influence to recruit employees to steal the former employer’s patients, there was a protectable interest in its patient base and the non-compete agreements were valid and enforceable.
- iii. Important rules:
 1. a non-compete agreement is reasonable if “no more restrictive than is necessary to protect the legitimate interests of the employer. . . . In addition, such restrictions are not enforceable to protect an employer from mere competition by a former employee, but only to the extent that the restrictions protect the employer’s **trade secrets** [and good will following from that,] or **customer contacts**.”
 2. In determining whether something is a “trade secret”—a protectable interest—the following factors are considered: “(1) the extent to which the information is known outside of his business; (2) the extent to which it is known by employees and others involved in his business; (3) the extent of measures taken by him to guard the secrecy of the information; (4) the value of the information to him and to his competitors; (5) the amount of effort or money expended by him in developing the information; (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.”
 3. “Customer contacts” are “essentially the influence an employee acquires over his employer’s customers through personal contact.”

c. **Cases illustrative of the protectable interest of “customer contacts”:**

i. *Sturgis Equipment Co., Inc. v. Falcon Indus. Sales Co.*, 930 S.W.2d 14 (1996).

1. Summary: This case helps illustrate what it means to fall into the definition of “customer contacts.” The former employee worked as a salesperson and later as a manager; however, he functioned as a design-build engineer by the time of termination, and never made sales calls with the outside salesmen at the time of termination.

2. Holding: Because the former employee was not making calls with the outside salesmen at the time of termination, there was minimal influence over the employer’s customers. The non-compete was unenforceable.

ii. *Rental Treatment Ctrs.-Mo., Inc. v. Braxton*, 945 S.W.2d 557 (Mo. Ct. App. 1997).

1. Summary: This case also helps illustrate again what it means to fall into the definition of “customer contacts.” The former employee—a medical director—did not really meet with patients.

2. Holding: Because the former employee was a director and had no patient contacts, there was no protectable interest in customer contacts as to the former employee.

d. Examples of time and geographic restrictions upheld as reasonable:

i. *Kessler-Heasley Artificial Limb Co. v. Kenney*, 90 S.W.3d 181 (Mo. App. S.D. 2002).

1. 5-year, 50-miles from office

ii. *Alltype Fire Prot. Co. v. Mayfield*, 88 S.W.3d 120 (Mo. App. E.D. 2002).

1. 2-year, no geographic restriction.

iii. *Gelco Express Corp. v. Ashby*, 689 S.W.2d 790 (Mo. App. W.D. 1985).

1. 2-year, geographic restriction of Kansas, Missouri, and Nebraska

e. Examples of time and geographic restrictions held unreasonable:

- i. *Mid-States Paint & Chem. Co. v. Herr*, 746 S.W.2d 613 (Mo. Ct. App. 1988).
 1. A 3-year, 350-mile restriction was reduced to a 2-year, 125-mile restriction due to the business environment and employee duties.
- ii. *Orchard Container Corp. v. Orchard*, 601 S.W.2d 299 (Mo. Ct. App. 1980).
 1. 3-year, 200-mile restriction reduced to 125 miles due to that new geographic scope to more accurately reflect the employee's area of customer contact.

f. Notable Cases – The Requirement of Consideration

- i. *Nail Boutique, Inc. v. Church*, 758 S.W.2d 206 (Mo. App. S.D. 1988) (signing the non-compete at the beginning of the employment relationship will constitute valid consideration).
- ii. *Morrow v. Hallmark Cards, Inc.*, 274 S.W.3d 15, 29 (Mo.App. W.D. 2008) (continued at-will employment is adequate consideration for a non-compete agreement when the employee is allowed to have continued access to [its] protectable assets and relationships”).
- iii. *Ashland Oil v. Tucker*, 768 S.W.2d 595 (Mo. Ct. App. 1989) (promotions and salary increases constitute valid consideration).
- iv. Search Methods:
 1. Westlaw/Lexis: After filtering my search to Kansas and/or Missouri, I used the search bar, inserting, “atleast3(non-compete) AND atleast3(consideration).”

g. Requirements - Injunctive Relief

- i. For injunctive relief, Missouri courts consider “(1) whether the terms of the contractual provisions protect business interests which are properly entitled to protection, such as trade secrets and customer contacts; and (2) whether the contractual provisions are reasonable in scope, both geographically and temporally.”⁸
- ii. Search Methods:

⁸ *Furniture Mfg. Corp. v. Joseph*, 900 S.W.2d 642, 647 (Mo. Ct. App. 1995).

1. Westlaw/Lexis: To find cases applying the considerations, filter the jurisdiction to Missouri and search “non-compete & injunction & “business interests,” or, alternatively, search “non-compete & injunction & “reasonable in scope.”

IV. SECONDARY SOURCES

1. Books & Treatises

a. Surveys

i. Brian M. Malsberger, *Covenants Not to Compete: A State-by-State Survey, Kansas* (2022).

ii. Brian M. Malsberger, *Covenants Not to Compete: A State-by-State Survey, Missouri* (2022).

- Both the Kansas and Missouri surveys are very helpful, not only in laying out the state’s requirements for enforcing non-compete agreements, but by providing an all-encompassing overview of the cases most relevant to each factor considered by courts, as well as the many different contexts in which the factors have been applied.

iii. Search Methods:

1. Kansas:

a. Bloomberg: Practice Center & Tools>Secondary Sources>Books & Treatises>Covenants Not to Compete: A State-by-State Survey>Kansas.

b. Westlaw/Lexis: source not available.

2. Missouri:

a. Bloomberg: Practice Center & Tools>Secondary Sources>Books & Treatises>Covenants Not to Compete: A State-by-State Survey>Missouri.

b. Westlaw/Lexis: source not available.

b. Constangy, Noncompete Law (2021 ed. LexisNexis Matthew Bender)

- This source is helpful because it discusses the various issues related to enforcing non-compete agreements and, using the index, you are able to find both Kansas and Missouri to quickly find which sections of the source are applicable. For instance, under Kansas, in the Index, if you click on “Protectable legitimate business interests, referral sources as 5.06[4],” the

source states that Kansas, among other states, recognizes referral sources as a legitimate protectable interest.

i. Search Methods:

1. Westlaw: source not available.
2. Lexis: Secondary Materials>search “noncompete law”>filter your search by Sources>Noncompete Law.

2. CLE Publications

a. Mo. Employer-Employee Law § 17 (MoBar 3rd ed. 2008).

- This source is helpful in that it lays out the Missouri’s requirements for enforcing non-compete agreements, as well as the state’s decisions regarding specific issues for enforcement, such as what Missouri has recognized as legitimate proprietary right of the employer. In doing so, it cites to Missouri’s most important cases and is thus a good starting point to find relevant case law. Additionally, it is also helpful in that it contains various examples of Missouri decisions upholding non-competes.

i. Search Methods:

1. Westlaw: source not available.
2. Lexis: Secondary Materials>Missouri>All Missouri Bar CLE Publications>Missouri Employer-Employee Law (MoBarCLE)>Chapter 17 Restrictive Employment Covenants.

3. Law Reviews & Law Journals

In researching law reviews and law journals, I selected the following based on whether they contributed to a researcher’s understanding or resolution of an issue, rather than articles merely arguing for a change in the law.

a. Kansas

i. Douglas M. Weems, *Covenants Not to Compete: A Kansas Law Overview*, 67-MAR J. Kan. B. Ass’n 26 (1998).

- While this article is from 1998, it does a good job in providing a general overview and basic understanding of the general requirements for enforcing non-compete agreements.

- ii. John Vering and David Jermann, *The Road Ahead: “Kansas Noncompete Agreements An Updated Overview,”* 77 J. Kan. B. Ass’n 22, (2008).
 - This article is one of the most helpful for research in Kansas because it provides a clear description as to what is required to enforce non-compete agreements, suggestions on how to best draft non-compete agreements, as well as other issues that arise in this context.
- iii. Michelle M. Watson, *Contract Law: Restraint on Trade Agreements Between Physicians: Are They Enforceable in Kansas? [Weber v. Tillman, 913 P.2D 84 (Kan. 1996)],* 36 WBNLJ 352 (1997).
 - This article is helpful by providing an in-depth analysis of the important Kansas Supreme Court case on non-compete agreements—*Weber v. Tillman*.
- iv. Elinor P. Schroeder and Pamela V. Keler, *Kansas Employment Law Survey,* 55 U. Kan. L. Rev. 887 (2007).
 - This article is helpful in providing an overview of key Kansas Supreme Court and Appellate decisions on non-compete agreements, most of them involving the medical field.

b. Missouri

- i. William M. Corrigan Jr. and Michael B. Kass, *Non-Compete Agreements and Unfair Competition – An Updated Overview,* 62 J. Mo. Bar 81-90 (2006).
 - This article is very helpful in providing an overview of both the requirements to enforce a non-compete agreement and the various other issues that may arise.
- ii. Katherine R. Schoofs, *Employer Beware: Missouri Puts the Brakes on Interests Protected by a Restrictive Covenant,* 70 UMKC L. Rev. 171 (2001).
 - This article is helpful in focusing on the limited business interests that Missouri recognizes in enforcing non-compete agreements, as well as advice on constructing non-compete agreements.

c. Search Methods:

i. Kansas:

1. Westlaw: one way to conduct a search would be to go to “Secondary Sources>Kansas>filter your search by clicking “Kansas Bar Journal,” “Kansas Employment Law Letter,” “Kansas Journal of Law & Public Policy,” University of Kansas Law Review,” and “Washburn Law Journal”> “atleast3(non-compete).” You can also perform that same search using a natural language search. Remember to sort your results by relevance.
2. Lexis: State>Kansas>All Kansas Law Reviews and Journals>search “atleast3(non-compete OR noncompete OR noncompetition OR ‘covenant not to compete’).” Remember to sort your results by relevance.

ii. Missouri:

1. Westlaw: Secondary Sources>Law Reviews & Journals>use the search filter for Missouri>search “atleast5(non-compete).” Remember to sort your results by relevance.
2. Lexis: State>Missouri>All Missouri Law Reviews and Journals>search “atleast5(non-compete).” Remember to sort your results by relevance.

4. American Law Reports (ALR)

- a. Ferdinand S. Tinio, Annotation, *Sufficiency of consideration for employee’s covenant not to compete, entered into after inception of employment*, 51 A.L.R.3d 825 (originally published in 1973).
 - This ALR provides an overview of the applicable cases for each state on the issue of valid consideration required for a non-compete agreement.
- b. C. T. Drechsler, Annotation, *Enforceability of restrictive covenant, ancillary to employment contract, as affected by territorial extent of restriction, Part 1 of 2*, 43 A.L.R.2d 94 (2022).
 - i. This source is only helpful for Missouri, its usefulness laid out in its title—the issue of a territorial restriction’s reasonableness in a non-compete agreement contained within the employment contract.

- c. C. T. Drechsler, Annotation, *Enforceability of restrictive covenant, ancillary to employment contract, as affected by duration*, 41 A.L.R.2d 15 (1955).
 - This source is helpful in that it provides applicable cases and explanation for Kansas and Missouri on the issue on the reasonableness of a non-compete agreement’s time restriction. Note that, while it is dated 1955, it is updated with current cases.
- d. Annotation, *Enforceability, by purchaser or successor of business, of covenant not to compete entered into by predecessor and its employees*, 12 A.L.R.5th 847 (D. Minn. January 1, 2002).
 - This source is helpful in that it provides the applicable cases for the issue of a successor business’s ability to enforce non-compete agreements for both Kansas and Missouri.
- e. Search Methods:
 - i. Westlaw: Secondary>American Law Reports>Labor & Employment>search “atleast3(non-compete).
 - ii. Lexis: Content>Secondary Materials>American Law Reports (ALR)>search “atleast3(non-compete).”

5. News

- a. Employment Law Trackers:
 - i. *2022 Labor & Employment Law Developments Tracker* (Weslaw).
 - This source would be very helpful in keeping up with the latest developments on the law of non-compete agreements in both Kansas and Missouri. It tracks developments related to all areas of employment law, specifically state and local developments as to non-compete agreements.
 - 1. Search Methods:
 - a. Weslaw: Practical Law>Search “atleast3(non-compete)”>filter to the Labor and Employment Practice Area.
 - ii. *Labor & Employment Key Legal Developments Tracker (Current)* (Lexis).

- This source would be very helpful in keeping up with the latest developments on the law of non-compete agreements in both Kansas and Missouri. It tracks developments related to all areas of employment law, specifically, state and local developments as to non-compete agreements.

1. Search Methods:

- a. Lexis: Practical Guidance>News & Updated>Labor & Employment Key Legal Development Tracker.

b. American Bar Association

- i. Angie Davis, et al., *Developing Trends in Non-Compete Agreements and Other Restrictive Covenants*, 30 A.B.A. J. Lab. & Emp. L. 255 (2015).

- This source, the ABA Journal, is the official publication of the American Bar Association. While it may cover a wide range of topics within employment law, it provides updates to the most significant legal developments.

1. Search Methods:

- a. Westlaw: Secondary Sources>American Bar Association>ABA Journal of Labor & Employment>Search “atleast5(non-compete).”

- b. Lexis: Secondary Materials>American Bar Association>The ABA Journal of Labor & Employment Law>Search “atleast5(non-compete).”

c. Creating Alerts:

i. Creating an Alert in Westlaw:

1. Creating an alert would be helpful in being notified when a new development in the case has occurred. Once you have located this source, in the pull-down menu on the right-hand side, click “Create Alert.” You may then insert your email and a message will be sent alerting you of any developments.

ii. Creating an Alert in Lexis:

1. Creating an alert would be helpful in being notified when a new development in the law has occurred. Once you have

located the source, right next to the title of the source, click the bell symbol to “Create an alert.” It will then tailor an alert to your email.

d. Newsletters and Newspapers

i. The American Bar Association Email Newsletter

1. The ABA Journal publishes news across the legal spectrum via a free email newsletter. While the range of news might be broad, this is an important source for staying up to date.

ii. Missouri Bar Association Newsletter

1. The Missouri Bar Association publishes a weekly e-Newsletter to members, including summaries of Missouri appellate decisions during the past week.

iii. Kansas Bar Association Newsletter

1. The Kansas Bar Association publishes a weekly e-Newsletter, providing legal updates to members.

iv. Google News

1. Google provides a free service that allows you to research articles and stories on a global scale. While results may vary by jurisdiction, this is a free and easy approach to staying updated on changes to Kansas or Missouri law on enforcing non-compete agreements. By inserting in the search bar “non-compete agreement,” the results will include articles relevant to our topic.

e. Blogs

i. Jonathan Pollard, THE NON-COMPETE BLOG (Nov. 16, 2022, 9:18 AM), <https://thenoncompeteblog.com/>.

1. This blog covers all jurisdictions, but it provides key legal updates specific to non-compete agreements. It has an intuitive format, allowing you to quickly check if Kansas or Missouri has made the headlines.

ii. Christopher H. Lindstom and David S. Rubin, NON-COMPETE LAW BLOG (Nov. 16, 2022, 9:25 AM), <https://www.nutter.com/non-compete-law-blog>.

1. This blog posts state-specific articles updating on significant changes in the law. While not as intuitive as the immediately preceding source, this blog is still helpful for acquiring relevant updates.

6. Legal Encyclopedias

a. American Jurisprudence 2d

- The resulting entries of a search are not all directly on point for applying Missouri and Kansas law; however, they may be useful in that they do mention Kansas and Missouri cases on the subject of each entry.

i. Search Methods:

1. Westlaw: Secondary Sources>Jurisprudence & Encyclopedias>American Jurisprudence 2d>then either:
 - a. Drill down the index to find our topic by going to Injunctions>Rights Protected and Matters Controllable by Injunctive Relief>Contract Rights>Employment Contracts>Enjoining Employee's Actions>Covenants Not to Compete with Former Employer; or
 - b. Doing a natural language search of "atleast3(non-compete).
2. Lexis: Secondary Materials>American Jurisprudence 2d>then either:
 - a. Drill down the index to find our topic by going to Injunctions>Rights Protected and Matters Controllable by Injunctive Relief>Contract Rights>Employment Contracts>Enjoining Employee's Actions>Covenants Not to Compete with Former Employer, or
 - b. Doing a natural language search of "covenants not to compete."

b. Corpus Juris Secundum

- The resulting search was not as helpful as the other sources listed in this pathfinder. While they did provide both a brief overview of an injunction being the remedy of enforcement, as

well as an overview of non-compete agreements in general, neither made mention of Kansas or Missouri, specifically. There are, however, more specific issues within this source that may be of use. For instance, section 37 provides analysis on the assignability of non-compete agreements and mentions Kansas and Missouri.

i. Search Methods:

1. Westlaw: Secondary Sources>Corpus Juris Secundum<then either:

a. Injunctions>Subjects for Protection and Relief>Contracts>In General>Negative or restrictive covenants or stipulations in general, or

b. Monopolies and Restraints of Trade Under Statutes>Particular Conduct>Noncompetition Agreements.

2. Lexis: this source is not available on Lexis.

c. Missouri Practice Series, Chapter 7

- This source is helpful by providing an easy-to-use table of contents for each issue of enforcement, as well as footnotes of important cases within each section.

i. Search Methods:

1. Westlaw: Secondary Sources>Missouri>Employment Law and Practice—Missouri Practice Series>Covenants Not to compete and Trade Secrets>

2. Lexis: Source is not available.

7. Catalogs

Using catalogs will allow you to locate resources from independent publishers.

a. Worldcat.org

- This catalog contains independent sources on a global scale and has the added benefit of identifying which library has the source.

i. Search Methods:

1. Worldcat.org>Search “noncompete OR non-compete OR ‘covenant not to compete.’”

b. UMKC Law Library Catalog Search

- This catalog only pulls results from those articles within the Missouri system.

i. Search Methods:

1. UMKC Law Library website (<https://law.umkc.edu/law-library/index.html>)>Search Catalogs & Electronic Resources>Search “‘covenants not to compete’ OR non-compete.” On the left-hand side, you may filter your search by checking the box “Catalog Only (All UM Libraries); however, this may not be a good idea because, after applying this filter, the search results ended up less relevant than before.

V. CONCLUSION

While this pathfinder is not a comprehensive analysis of each issue on the topic, it should provide researchers with a detailed overview and guide of the important sources to consider when researching the enforceability of non-compete agreements in Kansas and Missouri. There have not been a large number of significant changes in Kansas and Missouri case law over the years. The researcher is, however, encouraged to confirm that the current law at the time of this pathfinder is up to date. Even if significant changes do arise, the resources described in this pathfinder should still serve as a jumpstart for individuals researching this topic.