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To: Sylvia Base

From : Applicant

Date: July , 27, 2021

Re: industrial Sandblasting inc v. Samuel Morgan

Under Columbia Stat. Ann 24.6.53(a) enforcement of contract that restrict competition during the term of a restrictive covenant, so long as such restrictive are reasonable in time, geographic area, and scope of prohibited activities. Under the statute a covenant is ONLY when STRICTLY LIMITED in time , territorial effect, and scope of the prohibited activities, as well as balancing the interest the employer seeks to protect against the impact the covenant will have on the employee.

In Storm case, Knox spent in excess of a million dollars promoting storm's name, voice and image as an industrial television personality while he was employed by them, and after storm entered into a 5 years contractual agreement with WCAP, a competitor of Knox to work for WCAP as a meteorologist and television personality. The court of appeal upheld the non-compete provision of an employment contract between storm and Knox.

Here, while the court upheld the trial court's Storm case for in invalidating the non compete clause, but OUR case must be DISTINGUISHED since they are not similar in many instances.

Specifically, as to the geographical scope, the scope of the services covered, and most importantly balancing the interest of the employer to protect against the impact the covenant will have on the employee and duration limit

Durational limit of the restrictive covenant is not reasonable

In our case (Sandblasting) is trying to prevent Samuel from working in the industry for a period OF ONE YEAR meaning that Samuel, as opposed to six months in (Storm case). While the court upheld the trial court's decision in Storm, here not being able to work for what you know coupled with the fact that, Samuel took a lot of classes to get his current certification, it would be considered as unreasonable for Sandblasting to prevent Samuel from.

The geographical scope

Per Storm, the geographical scope is appropriate, only in surrounding columbia city, however, here per Samuel's contract with Sandblasting he is not to work for any competitor in direct competition with Sandblasting by providing sandblasting or similar industrial services to industries and businesses ANYWHERE in the in that state of columnia. This would be an unresoanble gerographycal scope since he is prohibited from working in the whole columbia, as opposed to the surrounding columbia city.

On the other hand in (Fawcett case), similar to our case with regrds to geograficail area, since the employee was not able to travel anywhere in the state, the court held that the georgrapycal limits is unreasble as in our case, it covers areas that Samua never worked and is prohibited to work.

Scope of the services

While court held that the scope of the services covered is appropriate, Storm was ONLY prohibited from an on-air personallity in which Knox has legitimate and protectable interest. However, in our case , samuel is prohibited from "any competitor in direct competition with Sandblasting by providing sandblasting or similar industrial services' per his iriginal contract with sandblas, thus, the score of the services is beyond the appropriate measures and thus its not appropriate.

Balancing interest between employer and employee.

In Storm's case, Knox spent in excess of a million dollars promoting storm's name, voice and image as an industrial television personality while he was employed by them thus, Knox has great interest. On the other hand in our case, sanblast interest would be little, comparing to Samuels interest to have a job. Not to mentioned that Samuel paid his training classes himself and the amount that Sandblast contributed for his training would be almost nothing, except (we paid him for the days that he attended the QP " i paid for the Qp certification myself) Except of transcrip from hearing

Moreover, in Storms case, Knox was offering the employee to work for the competiton with certain limitation, however, in our case he is not to work for anyone. thus the holding under Storm should not be applied to our case.

Question #1 Final Word Count = 679

END OF EXAM