

**CAUSIN, L.L.C., D/B/A BAYOU  
SAFETY AND SUPPLY**

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**NO. 2018-CA-0706**

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**COURT OF APPEAL**

**VERSUS**

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**FOURTH CIRCUIT**

**PACE SAFETY  
CONSULTANTS, LLC AND  
JAY R. BAKER**

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**STATE OF LOUISIANA**

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**JENKINS, J., DISSENTS WITH REASONS**

Upon review of the non-compete agreement in this case, I find it does not meet the exceptions provided in La. R.S. 23:921(C), as it is overly broad in its restraint of the employee, Mr. Baker, from engaging in business or employment, and is, therefore, null and void. *See* La. R.S. 23:921(A)(1) (“Every contract or agreement, or provision thereof, by which anyone is restrained from exercising a lawful profession, trade, or business of any kind, except as provided in this Section, shall be null and void.”). Specifically, I find the non-compete agreement overly broad in its language allowing the employer, Causin, L.L.C., to amend and append the agreement “from time to time” to include further parishes or municipalities in other states, thereby further restraining Mr. Baker from engaging in business or employment, under the original terms of the agreement. The overbreadth of this provision potentially deprives Mr. Baker of any opportunity to engage in business or find employment in his field of training anywhere in Louisiana, Mississippi, or any other state where Causin, L.L.C. might begin to do business. Accordingly, I find this overly broad agreement to be “in derogation of the common right,” and “must be strictly construed against the party seeking [its] enforcement.” *SWAT 24 Shreveport Bossier, Inc. v. Bond*, 00-1695, p. 5 (La. 6/29/01), 808 So.2d 294, 298 (citations omitted). Therefore, I find the non-

competete agreement is null and void under La. R.S. 23:921, and I would reverse the trial court's judgment.