

# Challenges in Enforcing Restrictive Covenants in Illinois

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The law in Illinois surrounding the enforcement of restrictive covenants has changed much over the past couple of years. A June 24, 2013 Illinois Appellate Court, First Judicial District, which has jurisdiction over Cook County, ruled that at least two years of continued employment by an at-will employee was required to constitute the “adequate consideration” necessary to support a valid noncompetition and nonsolicitation agreement, also commonly referred to as a restrictive covenant. *Fifield v. Premier Dealer Services, Inc.*, 993 N.E.2d 938, 373 Ill.Dec. 379 (1st Dist., 2013). *Fifield* has caused Chicago employers angst and called into question the enforceability of many existing restrictive covenants applicable to employees hired in the past two years. Cases decided since *Fifield*, however, provide employers with some guidance. This article analyzes recent rulings and how they affect employers’ ability to craft and enforce restrictive covenants to protect their intellectual property and customer relationships.