

From: (b) (6), (b) (7)(C)
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Subject: Montgomery TV, LLC, Case 15-CA-323606 (case-closing email)
Date: Friday, March 14, 2025 8:14:32 AM

The Region submitted this case on the question of whether non-compete provisions the Employer proffered to the Charging Party violate Section 8(a)(1) of the Act. We conclude, following extant law, that these provisions do not violate the Act.

Montgomery TV, LLC, d/b/a WCOV Fox 20 (“the Employer”) is a broadcast television station in Montgomery, Alabama. The Charging Party, an individual, worked for the Employer as a (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) until (b) (6), discharge on (b) (6), (b) (7)(C), 2023. Upon hire, (b) (6), signed a Non-Compete Agreement in which (b) (6) agreed not to engage with any similar business in the defined region during and for a period of one year following termination of (b) (6), employment. On (b) (6), (b) (7)(C) (b) (6), 2023, the Employer discharged the Charging Party for poor performance and proffered a Separation Agreement that included a covenant not to solicit certain customers of the Employer for business for one year.

After the Region submitted this case to Advice, on February 14, 2025, the Acting General Counsel rescinded GC 23-08 in Memorandum GC 25-05, *Recission of Certain General Counsel Memoranda*. Under current law, the Employer did not violate the Act by maintaining the non-compete provisions covered by GC 23-08. The Acting General Counsel is of the view that non-compete agreements do not as a general matter impact employees’ rights under Section 7. Accordingly, regions should no longer allege non-compete provisions covered by the now-rescinded GC 23-08 as unlawful under the Act.

Thus, the Region should dismiss the allegations concerning the above provisions, absent withdrawal. This email closes the case in Advice. Please contact us with any questions.

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National Labor Relations Board
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