

From: (b) (6), (b) (7)(C)
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Subject: FirstService Residential, 18-CA-335765 (case-closing email)
Date: Thursday, April 24, 2025 8:17:19 AM

The Region submitted this case pursuant to Memorandum GC 25-05, *Recission of Certain General Counsel Memoranda*, dated Feb. 14, 2025, for consideration of the continued viability of the allegation that the restrictive covenant in the Employer's contracts with its building clients unlawfully interferes with employees' Section 7 rights as described in *Planned Companies*, Case 22-CA-321532, Advice closing email dated July 12, 2024. The Region did not seek advice on certain policies in the employment agreement, on which it plans to proceed under extant law.

The Region should not pursue the theory that the restrictive covenant violates the Act. The Acting General Counsel believes that under extant law, such restrictive covenants between companies like no-poach agreements do not as a general matter impact employees' rights under Section 7. Therefore, the Region should only proceed on the remaining violation under extant law.

This email closes the case in Advice. Please contact us with any questions.

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