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Federal Court Enforces Massachusetts Noncompete—and Provides Important Guidance for Employers

By Darshana Indira on September 29, 2026

A recent federal court decision provides Massachusetts employers with important guidance on drafting and enforcing noncompetition agreements under the Massachusetts Noncompetition Agreement Act ("MNAA"). In *Fresenius USA Manufacturing, Inc. v. Much*, the court granted an employer's request for a preliminary injunction and ordered a former executive to stop working for a direct competitor for the remainder of his 12-month noncompetition period.

The decision is particularly noteworthy because the court addressed two issues that can significantly impact whether a noncompetition agreement is enforceable: **(1) who enters into and signs the agreement on behalf of the employer, and (2) whether the restrictions are appropriately tailored to protect the employer's legitimate business interests.**

The Massachusetts Noncompetition Agreement Act

The MNAA imposes several requirements that must be satisfied for a noncompetition agreement to be valid and enforceable. Among other things, the agreement must be signed by both the employee and employer and must be no broader than necessary to protect the employer's legitimate business interests.

These requirements are more than technicalities. As *Fresenius* illustrates, the language used in the agreement, and how the employer is identified, can become critical when an employer later seeks to enforce the restriction.

The Fresenius Decision

Micah Much worked for Fresenius USA Manufacturing, Inc. ("Fresenius"), ultimately serving as Vice President of Supply Chain for the Americas. In that role, Much had access to confidential information and strategies concerning Fresenius's supply chain operations and participated in confidential projects involving delivery methods and cost controls.

During his employment, Much entered into several agreements containing 12-month noncompetition restrictions. In July 2026, Much resigned from Fresenius and shortly thereafter began working as Executive Vice President and Chief Supply Chain Officer for Vantive U.S. Healthcare, a direct competitor.

Fresenius sought a preliminary injunction preventing Much from continuing his employment with Vantive. Much challenged the enforceability of the noncompetition agreements under the MNAA.

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The court sided with Fresenius and ordered Much to cease his employment with Vantive through July 24, 2027.

Who Must Sign the Noncompete?

One of Much's arguments focused on the MNAA's requirement that a noncompetition agreement be signed by the employer.

Although Much was employed by Fresenius USA Manufacturing, the agreements did not specifically identify "Fresenius USA Manufacturing, Inc." by name. Instead, each agreement defined the "Employer" as the subsidiary of Fresenius Medical Care Holdings, Inc. that employed Much and was signed by representatives "on behalf of the Employer."

The court concluded that this was sufficient. The agreements expressly defined the "Employer" as the subsidiary of Fresenius Medical Care Holdings, Inc. that employed Much and were signed on behalf of his "Employer." Accordingly, the court determined that the agreements sufficiently identified Much's actual employer and satisfied the MNAA's employer-signature requirement.

This issue is particularly significant in light of *Anaplan Parent, LP v. Brennan*, a case currently pending before the Massachusetts Supreme Judicial Court.

In *Anaplan*, a Superior Court judge refused to enforce a noncompetition provision where the agreement was between the employee and the employer's **parent company**, rather than the entity that actually employed the employee. The SJC is now considering whether a noncompetition agreement signed by an employer's corporate parent, rather than the employer itself, satisfies the MNAA.

The court in *Fresenius* distinguished *Anaplan*. Unlike the agreement in *Anaplan*, Much's agreements expressly provided that they were between Much and his "Employer"—the subsidiary that employed him. In other words, *Fresenius* does not necessarily resolve the question currently before the SJC regarding whether a parent company itself can enter into and enforce a noncompete against its subsidiary's employee.

For employers, however, both cases highlight an important drafting point: **corporate structure matters.** Employers should carefully identify the employing entity in noncompetition agreements and ensure that the appropriate entity is actually a party to, and signs, the agreement.

Tailoring the Noncompete to the Employee's Actual Duties

Much also argued that the agreements were broader than necessary because they protected confidential information and business interests extending beyond Fresenius itself to the broader corporate organization.

The court rejected that argument, focusing heavily on how the noncompetition restriction was drafted. Rather than broadly prohibiting Much from working for any competitor in any capacity, the agreements prohibited competitive employment where his new duties, services, or responsibilities were the same as or substantially similar to duties and responsibilities he performed while employed by Fresenius.

That distinction mattered. Much held a senior executive position, interacted with all corporate divisions, and had access to confidential information and trade secrets involving the broader organization. The court concluded that because the restriction was tied to the duties Much actually performed, it was appropriately tailored to the legitimate business interests he had been exposed to during his employment.

Key Takeaways for Employers

The *Fresenius* decision is an important reminder that Massachusetts noncompetition agreements remain enforceable when they satisfy the MNAA's statutory requirements and are appropriately tailored to the circumstances.

The decision also serves as a reminder that small drafting distinctions can have significant consequences. A carefully drafted noncompetition agreement may be enforceable and protect an employer from competitive harm, while an agreement that fails to comply with the MNAA's requirements may leave an employer without the protection it expected when an employee departs for a competitor.

The SJC's forthcoming decision in *Anaplan* may provide additional guidance regarding who qualifies as the "employer" for purposes of the MNAA. Until then, Massachusetts employers should pay particularly close attention to the corporate entity entering into and executing their noncompetition agreements.

With this backdrop in mind, employers should carefully review their existing noncompetition agreements and, among other things:

- Clearly identify the employee's actual employing entity and ensure the agreement is executed on behalf of that entity;
- Avoid relying solely on a parent or affiliated company to enter into a noncompetition agreement with an employee of another corporate entity;
- Tailor restrictions to the employee's actual duties, responsibilities, and access to confidential information rather than broadly prohibiting employment with a competitor in any capacity; and
- Consider whether the restriction is appropriately designed to protect identifiable trade secrets, confidential information, or customer goodwill.
- Ensure that all noncompetition agreements entered into on or after October 1, 2018 comply with the MNAA. If the agreements fall short of the MNAA's requirements, then employers should consider what steps to take to protect their interests.

Employers with questions regarding noncompetition agreements or other restrictive covenants are encouraged to contact an RIW employment attorney for additional information.

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Darshana Indira is a shareholder of the firm and a member of the Corporate Department and Employment Law Group, where she focuses her practice on advising company owners, organizational leaders, and C-suite executives on employment and business matters. Her employment practice includes counseling employers on workplace issues and advising businesses and executives on employment agreements, executive compensation, restrictive covenants, and severance. Darshana also advises startups and established businesses on entity formation, governance, commercial agreements, and other transactional matters, as well as employment and business disputes when they arise. You can reach Darshana at **di@riw.com** or (617) 570-3540.

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