

Constituent Support for the FTC's Noncompete Rule



Maine | Statewide Impact

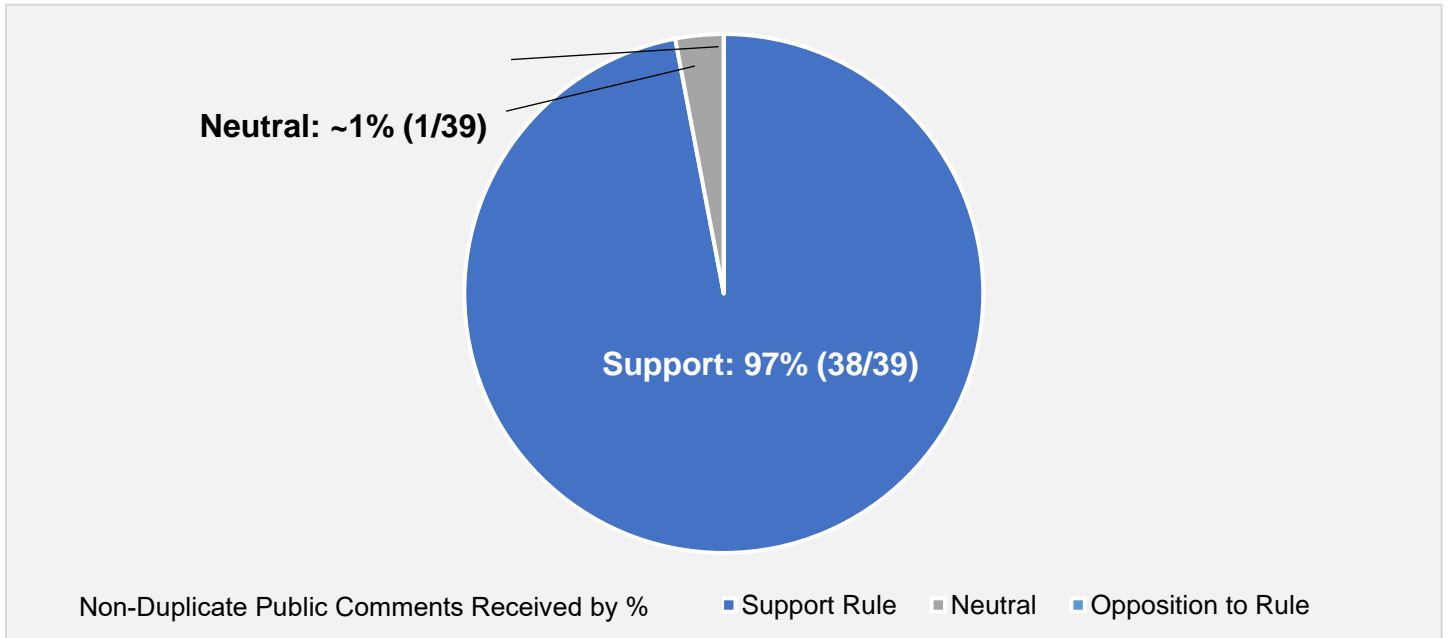


On April 23, 2024, the Federal Trade Commission issued a **final rule** to promote competition by **banning noncompetes** nationwide, protecting the fundamental **freedom of workers** to change jobs, **increasing innovation**, and fostering new **business formation**. The FTC estimates that the final rule will result in **8,500 more new businesses** each year, and **\$400-488 billion in increased wages** over the next decade, including for **Maine**:

Maine Covered Workers	Increase in Total Annual ME Worker Earnings	Increase in Average Annual ME Worker Earnings
501,216	\$258,101,666	\$515

[Estimated Increases in Total Annual and Average Worker Earnings by State \(ftc.gov\)](https://www.ftc.gov)


Notice of Proposed Rulemaking: 38 of 39 ME Commenters Support



Support Across Sectors of Maine's Economy

*Some comments condensed due to length.

Profession	Comment
	<p>“I am a family physician practicing in rural Maine. I have been practicing for nearly 30 years. My past two employers, a regional hospital and a FQHC community health center, demanded non-compete clauses in their contracts in exchange for my employment. I tried with much effort to have these damaging clauses removed without success. The effect of such clauses on patient care, continuity of care and overall health of an aging and very medically needy population is overwhelmingly palpable. I have been forced in essence, to abandon my patients of decades, to practice 35 miles from my community for 2 years. I was also not able to let my patients know where my new office was. For many, it would not have mattered since they did not have the resources to travel that distance. Thus, they were forced into a health care market to try to find an impossible find...a new doctor. My community has a severe shortage of doctors and patients have had to wait for months to a year to be seen by someone who is not a doctor, does not know the decades of health events they have endured and I have been forced to drive outside of my community instead of being able to continue providing care within my own community. I strongly support any rule that eliminates non-compete clauses from doctors' contracts. I have had many colleagues who have paid thousands of dollars to lawyers, hospitals, clinics in Maine, because they wanted to provide care for their established patients in their community. Non-compete clauses are an extreme barrier to healthcare! To impose these barriers only hurts patients. We have a huge doctor shortage in Maine, especially in rural Maine and non-competes just compound the problem. Please, please, do what you can to eliminate this barrier to healthcare and get rid of non-compete clauses in doctors' contracts. Our patients deserve better!</p> <p style="text-align: right;">-Shannon</p>
	<p>“Non-compete agreements deny citizens their freedom and put unfair restrictions on their lives, their liberty, and their pursuit of happiness. It might be one of the most unAmerican things companies are allowed to inflict on their employees and the fact that it has taken congress this long to address it is abysmal.”</p> <p style="text-align: right;">-Ryan</p>
	<p>“I am a practicing psychiatric nurse practitioner in a very rural area of northern Maine. I moved to this area to provide services to those hampered by lack of access to care, particularly specialist care. I participated in the HRSA loan forgiveness program which was developed to encourage clinicians to provide this care to the underserved in rural areas. In completing my contracted obligations my family and I decided to stay in our area and continue to serve the area as the need is great. Unfortunately my contract included a 1 year non-compete limiting my practice to further than 60 miles from any of the former employees clinics- a 250 mile difference. For the population in that area of my non-compete- this provided undue hardship in obtaining mental</p>

	<p>health care. Former patients, that have the right to chose their providers, were prevented from continuing their treatment with a trusted provider. The vast majority of those seeking outpatient psychiatric care had to travel more than 2 hours for that care. In the setting of our country's mental health and substance use crises- non-compete clauses further the hardship our population faces. Ultimately- this increases the cost on patients, but also the burden on more acute settings as outpatient care is simply limited. In summary- non- compete clauses lead to health care monopolies that unfairly limit access to care and discriminate against those in rural America.”</p> <p style="text-align: right;">-Shelly</p>
	<p>“ I am a software engineer and startup founder. I started a startup in California in 2015, and we never issued a single noncompete as far as I know. I moved back to the East Coast and considered joining a startup in Massachusetts in 2020, but declined altogether when they presented me with a noncompete agreement. I now live in Maine and work at a FANG-adjacent public tech company, and wouldn't consider interviewing at a company not based in the state of California, due to the possibility of noncompete enforcement in other states. This only benefits California, at the expense of the country. Ban them nationwide, for any income. Why is California the only place in the U.S. with a bit of innovation? Because they don't enforce noncompetes. That's it. Get this done!”</p> <p style="text-align: right;">-Maxwell</p>

Additional Support from Maine

*Some comments condensed due to length.

Constituent First Name	Comment Highlights
Nathan	Dear Chair Lina Khan, Please issue a final rule to ban noncompete agreements and defend that rule in court to the full extent of your power. It is high time that this "free market" economy be free for the people and not just corporations. Sincerely, Nathan
Margaret	I am a primary care physician in a rural, underserved area. In 2022 my department imploded and we went from seven providers (four physicians and three nurse practitioners) to two. I gave my notice after a meeting with a vice president who later was fired after multiple women, including me, filed complaints about his behavior. I had hoped to stay and serve my community for my entire career. My colleagues and I all have non-compete agreements. Even though our hospital dismissed literally thousands of patients, and is not taking any new patients, it will aggressively enforce our NCAs. None of us are taking trade secrets with us, we are not "stealing" patients from the hospital because they have already been dismissed - but the hospital won't allow any of us to care for these same patients within a 25 mile radius for the next year. NCAs aren't just exploitative - they prevent the provision of desperately needed services including healthcare. NCAs should be illegal except in very narrowly defined circumstances, and employers should have to prove that the NCA won't adversely affect the community. I'm happy to discuss this further if you want to hear more. Thank you,
Michael	Please end non-complete clauses. They are anti-competitive and harm workers. Workers need to be able to bring the skills they've spent years acquiring to new employers without repercussions.
Stephen	I agree with banning non-compete clauses both moving forward and retroactively signed agreements. These clause are a detriment to the American Worker getting his/her/their fair worth. Non-competes are clearly not capitalistic in any way. Let the fair and open market decide ones worth.
david	Hello, The first run movie theatre I was managing in 1991, the Orpheum Foxboro, in Foxborough, Massachusetts, closed forever as a first run venue on November 7 of that year. It has never run a first run movie since the not to compete agreement between the former owners and the owners of the theatre complex in the town of Sharon, Massachusetts. The then owner of the Foxboro discussed with me whether the Foxboro could stay open as a "second run dollar house", because the not to compete agreement forbade competing as a first run venue. The theatre now has been converted to live performance, but had been showing first run since 1927. Thanks, David
Michael	I am in the middle of a non-compete battle that has gone on for 18 months and cost me my job, my savings, my time, and added debt. It is because non-competes are not regulated any company can sue you and you have no choice but to take on thousands in legal fees. In my case, my company had a non- compete that used the language substantially the same role (my new job was sales, my old

	<p>job was marketing/tech), I moved across the country, and my field has thousands upon thousands of competitors (which is important for Maryland standards). They also lied in court documents on what they do as a company in order to claim competitors. Finally they cut my pay drastically. In theory, their stance I should work for whatever they want to pay me, even if its not what I agreed to. Anyways, keeping them unchecked is terrible and puts all of the focus on legal which is unfair. I followed mine but its going to take 3 years to try to fight it. Unfortunately, unchecked power to a company in this regard makes them obsolete.</p>
Casey	<p>As a Loan Originator I have been deeply effected in a negative way in the form of compensation from the non compete clauses in our contracts. Furthermore, the consumer loses out as they don't receive the competition for their business and in some cases are confused by our industry thinking that they have to work with the lender who holds their mortgage application and cannot seek out the Loan Originator who left as they are typically not provided that contact information. Generally, Loan Originator's are commissioned employees so when we are not allowed to solicit customers we had to leave behind we lose a tremendous amount of income. Income which could be spent in the economy. Company's may provide the software and platforms to store the applications, but it is the Loan Originator who builds the business relationships to bring those applications in the door. The customer should have the choice to work with whomever they choose - regardless of which lender holds an application on them. Non competes harm the Loan Originator, they harm the applicants ability to choose the best deal for them, and hence harm the housing market and economy.</p>
Margaret	<p>I fully support this new rule to ban the non-compete imposed on employees. I believe it restricts their capacity to innovate new solutions and stunts career growth. I also think it reinforces large, megalithic companies to maintain dominance and control marketshare.</p>
Jason	<p>I just watched this story about non-compete agreements in the NYT: https://www.nytimes.com/2023/04/11/opinion/ftc-noncompete-clause-rule.html. This is a travesty and must be unconstitutional on some level. We are a so-called "land of the free" except when it comes to our employment apparently. Corporations have been given too much power to do as they please in the name of profit, and that dogma continues to cause unnecessary stress, pain, suffering, and misery amongst people who just want to support themselves. Yet another example of how ****ed up and broken this country is. Our citizens deserve better. Our workers deserve a government that stands up for them, not fattening profit margins. This practice must be banned, and banned immediately. Also, it doesn't help the US achieve climate goals when these workers are forced to drive hundreds of miles away from their homes just to avoid the absurd non-compete radius! It's just so damned stupid, and ending this is a complete no-brainer, win-win, best case scenario on so many levels.</p>
Christopher	<p>I write to support the non-compete clause rule to stop the use of non-compete clauses. As an emergency physician, it is impossible to truly go into independent practice. Meaning, I cannot "hang out my own shingle" as it were like an old primary care physician might have in past eras. Since working in an emergency department means I have to work for an entity like a hospital or free-standing emergency department or a group that works for one of those entities, then I have little say if an employer wants to insert a non-compete clause into my contract.</p>

	<p>Likewise, it is not feasible to move my family outside of a non-compete zone each time I would like to change my employment situation, especially when other healthcare entities are around that should provide the exact type of competition to ensure that employers are ensuring decent working conditions and salary, etc. I write with strong support for eliminating non-compete clauses. Thank you</p>
Lisa	<p>As a family physician in rural Maine I signed a noncompete clause upon residency graduation in 2011. I went on to get married to a man involved in his family's local business and we have 2 children who are enrolled in the local school system. If I want a new job, I would have to pull my children from the school they have known as well as ask my husband to consider leaving his job. Non compete clauses for healthcare providers hurts communities that are already short on healthcare services and physicians. It benefits the larger healthcare organizations only</p>
Del	<p>I have been a software engineer for over 40 years. For nearly the entirety of my career most of my employers have required I sign some form of non- compete agreement; the agreement allowed for no modifications by me, but could be modified over time by my employer. While I have no problem with reasonable NDAs, non-competes have had a chilling impact on my perception of how I could shape my future. I am in favor of having non-competes removed from all forms of employment. While works I create for my employer are by and large the property of my employer, my skills are my own. To deny me the use of my skills, wherever and whenever they were derived, deprives me of liberty and the pursuit of happiness and purpose.</p>
Andrew	<p>Please ban non-compete clauses. Entrepreneurship is the heart of this country.</p>
Andrew	<p>I support an FTC ban on non-compete clauses. They stifle the neethest, and most entrepreneurial, workers.</p>
Hans	<p>Non-compete clauses in physician employment agreements can be detrimental to patients, physicians, and the healthcare industry as a whole. Non- compete clauses in physician contracts can be problematic because they limit a physician's ability to practice medicine in a particular geographic area or for a certain period of time after leaving their current employment. These clauses can make it difficult for physicians to continue practicing medicine in the same area or specialty if they decide to leave their current employer. There are a few reasons why non-compete clauses in physician contracts can be particularly harmful First, they can limit patients' access to care. Non-compete clauses can restrict a physician's ability to practice medicine in the same geographical area for a certain period of time, making it difficult for patients to access the care they need. This can be especially problematic in rural areas or areas with a shortage of healthcare professionals. If a physician is unable to continue practicing in a particular area, patients may have to travel farther or switch to a different provider, which can be inconvenient and disruptive to their care. Second, non-compete clauses can limit competition in the healthcare market. This can lead to higher costs for patients and insurance companies, as well as reduced innovation and quality of care. Non-compete clauses can also drive up healthcare costs by limiting competition and preventing</p>

	<p>the free market from driving down prices. This can be especially harmful for patients who cannot afford high healthcare costs. Non-compete clauses can also limit the ability of physicians to negotiate for better working conditions, wages, or benefits. Third, Non-compete clauses can stifle innovation in the healthcare industry by preventing physicians from sharing their knowledge and expertise with other healthcare providers. This can hinder progress and limit the development of new treatments and procedures. Finally, non-compete clauses can be particularly harmful to physicians who work in underserved or rural areas. These physicians may be the only provider in the area, and a non-compete clause could prevent them from continuing to serve their community if they decide to leave their current employer. Overall, non-compete clauses in physician contracts can be harmful to both physicians and patients, and can limit competition and innovation in the healthcare market. Sonic states have taken steps to limit the use of non-compete clauses in physician contracts, while others have not.</p>
John	<p>As a technology worker, I have been subject to numerous noncompete clauses throughout my contracts. Some of these have been draconian and have prevented me from working freely for whomever I wish post-employment. I believe that non-compete clauses are unfair to employees and represent unfair competitive practices. I support this rule.</p>
COLLEEN	<p>I was a patient of Dr Pond at DFD Russell in Bridgton Me. She has now left the practice and was told by CEO of that practice that she would be sued if she saw any of her previous patients. I am now stuck at a practice with awful customer service, unknowledgeable PA, and complete chaos at that practice that takes 45+ minutes when you call with a question. I have the right to choose my doctor and DFD Russell is not allowing me to do so. This is not right between patient and doctor and needs to be fixed. Thank you!</p>
Nate	<p>Non-complete clauses for health care professionals serve no purpose other than to entrap employees and to prevent their ability to advocate for themselves. A physician at hospital isn't holding any trade secrets that would damage the hospital if they started working at a different system across the street. Especially in a time of severe Healthcare worker shortages we should not be prevention their mobility.</p>
Philip	<p>I write in strong support of the proposed Non-Compete Clause Rule. There is no circumstance under which an employer should have any influence over a previous employee after the employee leaves the company's service. If a company wishes to retain proprietary information, it should be prepared to retain the employee by making continued employment more attractive. The "open-source" movement has convincingly demonstrated throughout the software industry and far beyond, the need for proprietary information is highly overblown. The excessive control of "intellectual property" has become a drag on the economy, has reduced competition and innovation, and increases costs for consumers. Removing the destructive practice of non-disclosure agreements will be an initial step toward increasing the flow of information and promoting innovation and competition in the US economy. I urge you to adopt the proposed Non-Compete Clause Rule.</p>
Anthony	<p>Fantastic and I love it!</p>

Susan	As an RN and a new NP, I support the ban on non-competes. It is refreshing to see something done that actually helps healthcare workers. Thank you
Neal	This would address the power dynamic between companies and people. People and the economy would benefit by introducing this subtype of competition.
Joshua	This is long overdue. Non-compete clauses stifle competition and unfairly limit employee's to a geographical region. Many times this region is completely arbitrary and forces workers to either accept poor working conditions or relocate or have onerously long commutes. I fully support the ban of non- compete clauses.
Kevin	<p>In rural Maine communities where access to your doctor is already limited, many hospitals require that their physicians sign a non-compete agreement which 1) forces a doctor to leave that community to practice, and/or 2) disallows that doctor to see any patient that they saw while with an organization after leaving. Generally the terms of these non-compete agreements last 1-3 years. By doing this doctors who want to change jobs, potentially accepting higher paying positions or even to become solo practitioners arc discouraged from doing so as patients that they have established with (sometimes cared for over many years) arc not allowed to see them, without threat of that physician being sued by the organization with whom they have terminated their employment. For example, my partner is a family practice doctor who has worked within several of Maine's health care systems over the past 12 years. She grew tired and frustrated with the amount of time she was allowed to spend with her patients. Family practices run by hospitals for the most part are pushing doctors to address fewer problems in favor of seeing more patients. At one point her medical director explicitly told her to "Give B-level care.". In addition to this physicians who have 4 years of medical school and 4 or more years of residency are being replaced by nurse practitioners who have only a fraction of the education and experience. Often hospital systems will require that a physician sign off on and take ownership of an NP's work. Essentially putting that doctor on the hook for a significantly less trained individual and often less informed care. Hospitals can pay the NP's less but patient care suffers. She finally had enough with a system that continually prioritized money over patient's health and decided to pursue direct primary care. She approached the organization's CEA asking to be released from her non-compete (she had been with this organization for only a year), and was told if she saw any patient of that organization or any patient at all within 25 miles of where she worked they would "come after her". She eventually set up her own practice 25 miles outside of the radius of the hospital, and has had to refuse patients that she has previously seen. The numerous effects of this being, she is no longer practicing within a community that she has been in for more than 10 years and commutes outside of the community to see patients. She has had to turn patients away that she established with while with this organization, essentially putting their continuity of care at risk in addition to removing their choice of doctor. These non-compete agreements in the healthcare setting are harmful to the community, harmful to the physician, and harmful to the patient and clearly only serve to keep patients paying the organizations who enforce them. Within the past 10 years Maine's laws surrounding non-compete agreements were updated to be more favorable to serve public interest, to mainly</p>

	<p>protect IP or trade secrets, and not to limit an individual's ability to accept other job opportunities. Unfortunately there is an explicit exception to physicians and medical workers. Please consider the ban of these unlawful non-compete agreements that hinder a physicians ability to do their best work for the individuals that they serve. I support this Non-Compete Clause Rule. Thank you Kevin</p>
Leah	<p>Non-compete clauses restrict employees from the benefits of accumulating skills relevant to their success; they are effectively penalized if they want to compete within their fields of expertise. This is antithetical to the simple right of the pursuit of happiness. It is incompatible with the spirit at the very heart of capitalism. Businesses have for too long enjoyed the advantages that non-compete clauses afford them to restrict their employee's growth in order to guarantee their own profits.</p>
Hannahlore	<p>This is clearly a blatantly unfair and counter-productive practice. This treats workers as basically serfs, and we are supposed to be a free society?</p>
BenJamin	<p>Yes yes YES! This is an amazing Idea! I fully agree, please put this through!! Thank you FTC!!</p>
John	<p>Non-complete clauses hurt physicians and make it more likely for doctors to leave a state or underserved area. Voiding non-compete rule changes needs to be applied to non-profit hospitals.</p>
Melanie	<p>My husband has been in the sales industry for over 20 years. In that time he was forced out of every industry he worked for due to noncompetes. With the change came a pay drop because he did not have that specific industry experience. We claimed bankruptcy twice just even though we had barely any assets and lived modestly. If he made more we could not only pay for our kids college, we could contribute to the economy by repairing our house, traveling locally, eat healthy and go to the doctor or dentist (even with insurance it's too expensive so we avoid it). Thank you for your time and consideration.</p>
Richard	<p>As I was told when I sought my own legal counsel after being confronted with a noncompete clause, these clauses are not enforceable. Employers know this and have known it for decades, nevertheless, one after another, employers have jumped on the bandwagon, adding noncompetes to their employment practices. Why? To intimidate their own workforce and scare them from pursuing a better life and higher wages for themselves. By extending the practice out of its origins in executive ranks, and into the ranks of hourly wage workers, companies have succeeded in preying upon individuals who are much less likely to seek their own legal counsel, and therefore unlikely to be aware that they cannot be bound by such contracts. These arrangements constitute an act of intimidation against working people. Their very existence is a violation of workers' rights and fair labor standards. The only just course of action is to abolish them.</p>
Jim	<p>I can understand enforcing a non-compete rule if the employee has certain secrets obtained while working for their employer. It has no place however when applied to workers who have no such knowledge. Non-compete agreements should be few and far between.</p>

<p>Kim</p>	<p>Non-competes should absolutely be banned for all except, perhaps, high-level professionals in specified industries. For these, a non-compete should be tailored to address only narrow matters of risk to the employer for a limited time period and in a specified territory. The freedom to move about in our economy to find gainful employment in one's area of expertise should not be curtailed by employers as broadly as it is today. And general employees should not have to relocate if opportunities exist in their community.</p>
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