

# SUPREME COURT OF LOUISIANA

*No. 96-C-1716 c/w No. 96-C-1727*

LOUISIANA SMOKED PRODUCTS, INC.

Versus

SAVOIE SAUSAGE AND FOOD PRODUCTS, INC.

LEMMON, J., Dissenting

While the reasoning of the majority opinion is persuasive, La. Rev. Stat. 23:921A in unambiguous language nullifies every contract by which anyone is restrained from exercising a lawful trade or business. My conclusion that the Legislature intended to include every contract, and not just employment contracts, in this prohibition is fortified by Subsections 921B-921E, which provide specific and limited exceptions to the general prohibition.<sup>1</sup> Because the contract in the present case does not fall within any of the exclusive exceptions, the contract is null and void. Moreover, although this legislation is contrary to the generally prevailing public policy favoring freedom of contract, it is the legislative prerogative to set public policy in specific areas.

---

<sup>1</sup>Subsection 921C contains the limited form of non-compete agreements allowed in contracts between an employer and an employee, similar to the provision contained in Section 921 before the 1989 amendment. The next most common type of contract in which provisions for non-competition have been used is a contract between the buyer and the seller of the good will of a business. Such provisions are now permitted under limited circumstances, but were formerly controlled by court determinations of the reasonableness of the particular provision.