

According to *Virginia Lawyers Weekly*, Mr. Dare said of the court's decision in *Daston Corp. v. Micore Solutions*: "First, the court overlooks the fact that the covenant only precludes working for a client of the former employer rather than from working in the same business altogether. As a result, the restrictive impact is fairly limited, so the court should give the drafter more flexibility.

"Second, to refuse to enforce a covenant because the ban includes 'related services' is totally impractical and the wrong result, but it follows a trend in some Virginia courts of searching for a word in the covenant that might be under some possible...circumstance, too broad, and then striking the covenant."