

SAMPLE WORK PRODUCT

CONFIDENTIAL — CITE-CHECK REVIEW PREPARED FOR THE CLIENT — NOT LEGAL
ADVICE

Cite-Check Redline

Draft Enforceability Memo — Non-Compete Provision

Prepared for: Attorney of Record, counsel for Ridgeline Analytics, Inc.

Re: Cite-check of draft enforceability memo (illustrative matter)

Prepared by: Stephen Scott, Legal Research Support (not an attorney)

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This is legal research, not legal advice. It was prepared by a legal researcher, not an attorney, working under the direction of counsel of record. Nothing here creates an attorney-client relationship or substitutes for the judgment of your counsel. Every conclusion below is provisional until reviewed by a licensed attorney. Citations require independent verification by counsel before use in any filing, demand, or negotiation.

Scope of this review. You asked me to cite-check the enclosed draft memo before it goes to the client. The memo argues that Ridgeline’s non-compete clause with a departed employee is enforceable because it is narrowly tailored. I checked every citation and quotation against primary sources.

Three issues below are significant enough that the memo’s core conclusion should not go to the client without revision.

Issue 1 — Holding Stated Backwards

ORIGINAL DRAFT LANGUAGE

*“California courts have recognized that narrowly tailored non-compete provisions may be enforced consistent with the state’s general policy against restraints on trade. See *Edwards v. Arthur Andersen LLP*, 44 Cal.4th 937 (2008) (recognizing narrow-restraint exception to Business & Professions Code § 16600).”*

ISSUE IDENTIFIED

Edwards did not recognize a narrow-restraint exception — it **rejected** one. The California Supreme Court specifically rejected the Ninth Circuit’s “narrow-restraint” doctrine and held that any restraint on a former employee’s ability to practice their profession is void under § 16600, no matter how narrowly drawn, unless it falls within one of the statute’s specific exceptions. This citation currently supports the opposite of what the memo argues.

VERIFIED CORRECTION

*“California courts have rejected a narrow-restraint exception to Business & Professions Code § 16600. *Edwards v. Arthur Andersen LLP*, 44 Cal.4th 937 (2008), expressly rejected the Ninth Circuit’s narrow-restraint doctrine, holding that any restraint on an employee’s ability to engage in their profession is void regardless of how narrowly it is drawn, subject only to the statute’s specific exceptions.”*

Verification: cross-checked against the case’s actual holding as reported by multiple independent legal-industry summaries (Seyfarth Shaw, Littler, California Lawyers Association) — consistent across all sources.

Issue 2 — Quotation Not Found in the Opinion

ORIGINAL DRAFT LANGUAGE

“As the Court explained, ‘a restraint that is limited in geographic and temporal scope does not offend the policy underlying Section 16600.’ Edwards, 44 Cal.4th at 945.”

ISSUE IDENTIFIED

This quotation does not appear in *Edwards*. I could not locate this language, or any language to this effect, in independent summaries or excerpts of the opinion. The actual holding is close to the opposite: the Court held the statute “means what it says” and rejected any judicially-created narrowing of its scope. This looks like either a drafting error or a misattributed quotation, and should not be used without counsel independently pulling the full opinion to confirm no such language exists.

VERIFIED CORRECTION

Remove the quotation. If a supporting quotation is needed, the companion research memo’s authority table has verified language from the Court’s actual holding available to substitute.

Verification: not found in any independently-sourced summary of the opinion consulted; flagged as unverifiable rather than corrected to alternate wording, since the drafting attorney’s intended source could not be confirmed.

Issue 3 — Analysis Omits a 2023 Statutory Amendment

ORIGINAL DRAFT LANGUAGE

“Because no reported California decision has addressed a restraint this narrow, the enforceability question remains open under existing case law.”

ISSUE IDENTIFIED

This is now incomplete, not just arguably wrong. Business & Professions Code § 16600 was amended in 2023, adding subdivision (b)(1), which states the statute “shall be read broadly, in accordance with *Edwards v. Arthur Andersen LLP* (2008) 44 Cal.4th 937, to void the application of any noncompete agreement in an employment context...no matter how narrowly tailored, that does not satisfy an exception in this chapter.” The Legislature codified *Edwards*’s holding directly into the statutory text. The question is no longer “open under existing case law” — current statutory text answers it directly.

VERIFIED CORRECTION

“Business & Professions Code § 16600(b)(1), amended in 2023, codifies Edwards’s holding directly: the statute is to be read broadly to void any noncompete clause ‘no matter how narrowly tailored’ unless a specific statutory exception applies. This forecloses the narrow-tailoring argument as a matter of current statutory text, not just case law.”

Verification: current statutory text confirmed directly against official codified language (Justia’s current California Codes, cross-checked against FindLaw’s copy of the same section).

Bottom Line for Counsel

As currently drafted, the memo’s central argument — that Ridgeline’s non-compete is enforceable because it is narrowly tailored — is built on a citation that says the opposite of what it’s cited for, an unverifiable quotation, and research that predates a 2023 statutory amendment directly foreclosing the argument. I’d recommend this section be substantially rewritten, not lightly edited, before it goes to the client. Happy to draft revised language if useful — flagging the issues is as far as cite-checking goes; the strategic call on how to advise the client is yours.

Verification Status Appendix

Bus. & Prof. Code § 16600 current text (incl. 2023 amendment)	Verified against Justia's current California Codes and FindLaw's copy of the same section
<i>Edwards v. Arthur Andersen LLP</i> holding	Verified against multiple independent legal-industry summaries (Seyfarth Shaw, Littler, California Lawyers Association); consistent across all sources
Disputed quotation (Issue 2)	Not found in any source consulted — flagged as unverifiable, not silently corrected or replaced with invented language
Application to Ridgeline's specific facts	Not applicable — this is a cite-check of the memo's authority, not new factual research (the matter is illustrative)

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