## Vote <u>NO</u> on Amendment#1

# Protect Georgia workers. Vote NO to changing the Constitution.



### **VOTE NO ON AMENDMENT #1**

#### What it says:

"Shall the Constitution of Georgia be amended so as to make Georgia more economically competitive by authorizing legislation to uphold reasonable competitive agreements? () YES () NO"

#### What it means:

If your employer has you sign a poorly written employment covenant (from Georgia or *outside* of the state), then you would have **no reliable recourse to oppose it**. Judges would be required to re-write the covenant as they see fit, which takes the responsibility off the employer and puts it in the hands of the government.

Judges could decide where you can and can't work.

<u>Protects corporations, not workers.</u> "Anti-worker" bill. Removes protection for workers who are forced to sign a poorly-written covenant or lose the job.

<u>Business/corporate America could write sloppy covenants.</u> Eliminates the incentive for businesses to draft accurate and clear covenants.

<u>Litigation will Increase</u>. More poorly written contracts will force more litigation to clarify them.

<u>Encourages "Big Government."</u> Gives judges too much responsibility to alter contracts.

<u>Damages states' rights.</u> Allows other states' employment laws passed by other states' governments to be valid in Georgia.

For more information go to: http://www.11alive.com/news/local/story.aspx?storyid=155312&catid=40

Vote No on Amendment #1 Paid for by the <u>National\_Employment Lawyers Association Georgia Affiliate</u> Paulete Adams, President SPREAD THE WORD!

Amendment #1
would change the
Constitution so that:

If you quit, got fired or laid off,
Then you could be prevented from finding a job wherever a judge sees fit for up to two years.

If you wanted to start a new business, Then your former employer could prevent you from starting a new business.

If your employer required you to sign a noncompete agreement that would be unenforceable today,
Then a judge could change the agreement to enforce it against you — even if you don't learn its terms until you are sued.

Ifyour employer requires you to sign a restrictive covenant that does not specify how and where you are prevented from working in the future, Then you may be forced to hire an attorney and sue your former employer just to learn what your real restrictions are.

If you have trained to work in a particular field or industry,

Then you could be required to move perhaps out of state-in order to continue working in your chosen profession.