

## **SUMMARY STATEMENT**

*Blaskiewicz v. Spine Institute of Idaho, P.A.*

Docket No. 48785

Donald Blaskiewicz, M.D., is a highly-trained neurosurgeon. In 2018, he became employed by the Spine Institute of Idaho (the “Spine Institute” or the “Institute”). The Spine Institute entered into a Professional Services Agreement (the PSA) with Blaskiewicz, which contained a non-compete clause. The PSA contractually proscribed Blaskiewicz from practicing medicine within fifty miles of the Spine Institute’s office (with an explicit exception for Caldwell) for a period of eighteen months, should his employment with the Spine Institute be terminated for any reason. Pursuant to the PSA, Blaskiewicz had two ways to avoid the non-compete clause: He could either get permission from the Spine Institute to practice medicine within the proscribed area, or he could pay the Spine Institute \$350,000 in “liquidated damages.” The PSA also required any disputes to be resolved by arbitration.

Less than a year and a half after hiring Blaskiewicz, the Spine Institute terminated his employment. Blaskiewicz filed suit in district court, seeking a declaratory judgment that the non-compete clause was unenforceable. The district court concluded that the non-compete clause was against public policy and void as a matter of law. The district court granted summary judgment in favor of Blaskiewicz and awarded him attorney fees.

On appeal, the Idaho Supreme Court held that the district court had jurisdiction to decide whether the non-compete agreement was enforceable. The Court further held that the district court erred in granting summary judgment in favor of Blaskiewicz and remanded the matter to the district court. Accordingly, the Court vacated the district court’s award of attorney fees and further declined to award attorney fees to the Spine Institute on appeal.

***\*\*\*This summary constitutes no part of the Court’s opinion. It has been prepared by court staff for the convenience of the public.\*\*\****