

**BOISE, WEDNESDAY, JUNE 8, 2022, AT 11:10 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

<b>DONALD BLASKIEWICZ, M.D.,</b>	)	
<b>an individual,</b>	)	<b>Docket No. 48785</b>
	)	
<b>Plaintiff-Respondent,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>SPINE INSTITUTE OF IDAHO, P.A., an</b>	)	
<b>Idaho professional services corporation,</b>	)	
	)	
<b>Defendant-Appellant.</b>	)	

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Appeal from the District Court of the Fourth Judicial District, State of Idaho, Ada County. Deborah A. Bail, District Judge.

Eberle, Berlin, Kading, Turnbow & McKlveen, Chartered, Boise, for appellant.

Givens Pursley, LLP, Boise, for respondent.

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

Less than a year and a half later, the Spine Institute terminated Blaskiewicz’s 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 was therefore void as a matter of law. The Spine Institute timely appealed.