

How special is that sandwich

[Business](#), [Company](#)



According to this study, Jimmy John's Company holds competitive advantage in the sandwiches it sells over its competitors. Therefore, the management has a responsibility in protecting this intellectual property for the overall benefit of the various stakeholders. It is a common phenomenon in different organizations producing specialized or differentiated products to hold "trade secrets" behind such products. In this regard, Jimmy John's Company protects its "trade secrets" when hiring new employees by making them sign "non-competitive" clause prohibiting them from being employed by their competitors in the nearby location immediately after leaving this company. However, they are allowed to be employed by the competitors after a given period of time, in this case, after a period of two years. This paper will address the possible reasons that Jimmy John's management could have for adopting this policy? Also, if I was the HR manager at Jimmy John's, the pros and cons I would point out to the management in terms of the effects of having this policy, further, If I were an entry-level workers at Jimmy John's, how the requirements of signing a non-compete agreement would influence my opinions of the company and the steps I might take after leaving employment there.

It is important to keep trade secrets. Therefore, one of the possible reasons why Jimmy John's management could have for adopting this policy is to keep a competitive edge against its competitors. If other competitors got hold of Jimmy John's sandwich recipe that would cause it to lose a large market as well as its market dominance making the competitors to capture some of its business. In addition to this, another reason why Jimmy John's could have for adopting this policy is to protect its intellectual property. In this case, the

sandwich recipe is Jimmy John's intellectual property, which the management has a responsibility in protecting and this could be achieved by adopting this policy. Moreover, another reason why Jimmy John's management could have for adopting this policy is to protect inadvertent leaking of secret business information, Jimmy John's management would protect the company from employees leaking important business information by adopting this policy. More to this, another reason why Jimmy John's management could have adopted this policy is to distinguish itself from other competitors. Adopting this policy would make Jimmy John's Company different from its competitors in terms of safeguarding critical business information.

If I were the HR manager at Jimmy John's, there are several pros and cons I would present to the management in terms of the effects of having this policy. Some of the pros of having this policy I would point out include the policy is effective immediately after signing, it does not require government registration, it has long-term business protection, this policy limits the number of people who know the trade secret, this policy helps in maintaining employees' loyalty, it helps in maintaining Jimmy John's competitive edge over other competitors, it helps in reducing the rate of employees turnover, it assists in improving employees' commitment to keeping industry secrets and this policy also assists in planning long-term business strategies among other advantages. On the other hand, some of the cons of having this policy I would present to the management would be this policy does not guarantee absolute protection of Jimmy John's trade secret, it does not offer protection once the trade secret is publicly disclosed, It protects the trade secret likely

to be exposed by the employees but, it does not consider other people who are likely to discover the underlying secrets and by reverse engineering use legal means in establishing them. More to this, it does not offer protection against people who come up independently with a similar secret idea.

If I were an entry-level worker at Jimmy John's, the requirements of signing a non-compete agreement would influence my opinions of the company in several major ways. First, I would establish that Jimmy John's Company is committed to protecting its business against its immediate competitors. This would ensure that the company does not lose its market share to its competitors and this would eventually lead to business sustainability in the future. Secondly, I would confirm that Jimmy John's values its employees' loyalty. Signing a non-compete agreement would mean that an employee has entered into a loyalty agreement with the employer and the terms and condition regarding the agreement would take effect immediately. Thirdly, I would establish that Jimmy John's Company views employees as the greatest threat to the business. Therefore, by signing this non-compete agreement, the employees owe the employer a high level of confidentiality. Further, signing the non-compete agreement would mean that Jimmy John's has the contract as security in case of litigation upon breach of contract. In addition to this, I would form an opinion that Jimmy John's is keen in ensuring malicious competitors do not steal employees from them. After signing Jimmy John's non-compete agreement, entry-level workers would not leave employment for other competitors within Jimmy John's location until a period of two years is over.

I would take several steps after leaving employment there. First, I would obtain the 'inevitable disclosure doctrine' from the court that states that a previous employee who had access to business information that is confidential to a company would inevitably disclose the information to a new employer in the same field. In spite of my good intentions of protecting the trade secret of Jimmy John's, it would be inevitable to use the skills, knowledge and information acquired there in my new employment in the same field. However, I would provide information regarding the position I would likely be working on to establish that I would not influence Jimmy's John's competitors and the court would look into this case and give final orders. The second step I would take is to question the court the ability of an employer to restrict the freedom of employment of its previous employees. The third step I would take is obtaining a court injunction allowing me to work for the competitors within the same location, however, this would be difficult due to the complexity of the issue of confidence since the court cannot ascertain the level of information I had prior to employment and the amount of information I acquired during employment. Lastly, in case all the other steps failed to work I would take the last step that would be to follow the non-compete agreement with Jimmy John's that restrict people from working in similar companies located within its location to those located three miles away. Since this would be taught to me, I would consider doing a totally different job since Jimmy John's is located in about 43 states, therefore, the aspect of three miles would be impossible to comply with.