

From: Keith Miller <kmiller@franchiseadvocacy.com>  
Sent: Monday, March 6, 2023 11:16 AM  
To: Wilkins, Elizabeth <ewilkins1@ftc.gov>  
Cc: Lane, Shannon <slane@ftc.gov>  
Subject: Re: Franchise Non-Compete Agreements: Mostly Unenforceable

Understand. Thanks.  
Sent from my iPhone

On Mar 6, 2023, at 11:14 AM, Wilkins, Elizabeth <ewilkins1@ftc.gov> wrote:

Thanks for this Keith. I want to let you know that, because of our ex parte rules, substantive messages about noncompetes to me must go on the comment record. I'm adding my colleague Shannon here to make sure we process this appropriately. Also Shannon is on the noncompete team and is a good contact as well.

From: Keith Miller <kmiller@franchiseadvocacy.com>  
Sent: Monday, March 6, 2023 11:11 AM  
To: Wilkins, Elizabeth <ewilkins1@ftc.gov>  
Subject: Franchise Non-Compete Agreements: Mostly Unenforceable

FYI. This is an interesting article. And while they may be unenforceable, how many ex franchisees test that, or have the resources to test it?

<https://attorneyatlawmagazine.com/public-articles/franchise/franchise-non-compete-agreements-unenforceable>

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Sent from my iPhone