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Litigators of the Week: Ingersoll Rand Enforces a Noncompete Against an Exec Who Jumped Ship to Verboten Competitor

By Ross Todd
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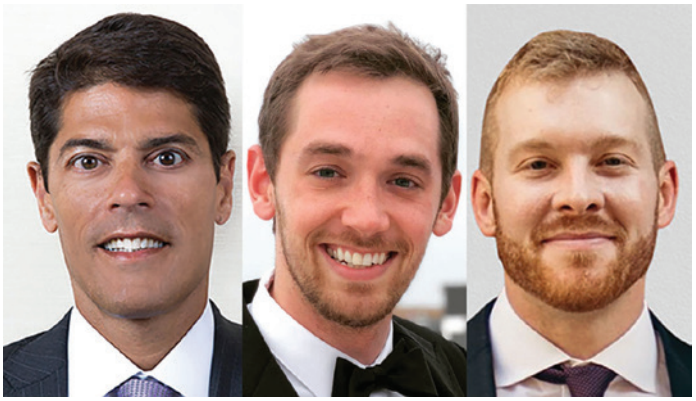
The noncompete agreement that Corey Walker signed before Ingersoll Rand Inc. bought the life sciences company he led as CEO, ILC Dover, last June for $2.3 billion specified just one company he couldn't work for in the year after the deal closed: his former employer, Avantor Inc.

But less than two weeks after the deal closed, Walker signed on to join Avantor to head its laboratory solutions business.

Our Litigators of the Week are **Andrew Rossman**, **Peter Fountain** and **Owen Roberts**, who represented Ingersoll Rand in its effort to enforce Walker's noncompete. Despite a Colorado law that renders most noncompete agreements unenforceable, Colorado District Judge Sarah Wallace last week granted their motion to enforce Walker's noncompete through June 20, 2025. Wallace referenced Walker's testimony from the preliminary injunction hearing high in her decision, noting that he was the only witness that she did not find credible.

"Walker presented as an intelligent, well-educated man who knew exactly what he was signing as it related to the agreement not to work for Avantor, Inc. ("Avantor") for one year after leaving Ingersoll-Rand, Inc. ("IR") and simply did not care until it became an inconvenient obstacle to return to Avantor," she wrote. "He did not wait for the ink to dry on his employment agreement with IR before he started speaking to Avantor and did not show any signs of remorse or concern during the three-month period between when he signed the employment agreement and when he terminated his employment agreement with IR."



Courtesy photos

(l-r) Andrew Rossman, Robert Owens, and Peter Fountain, with Quinn Emanuel Urquhart & Sullivan.

The judge didn't start holding back there.

"[Walker] made no effort whatsoever to limit the amount of information he was exposed to during the three months between when he signed his employment agreement and when he terminated his employment after the merger was finalized," she wrote. "Not only did he not appear to show any regrets in his written communications, but he did not show any regret during his hearing testimony. To the contrary, he appeared to believe that all that mattered was that he did not think Avantor and IR competed and that he

claimed not to remember any confidential information. The Court, however, finds that both those statements are self-serving and not credible."

Litigation Daily: This case involves just one executive and one year. Why was this litigation worth bringing for your client?

Peter Fountain: Our case concerned the CEO of a company that Ingersoll Rand (IR) had just bought for $2.3 billion, who IR had just spent the past several months onboarding with confidential information so that he could run their combined post-acquisition life sciences business. This employee's experience as CEO was a key component of the acquisition; he knew IR's trade secrets, and he attempted to defect to a competitor two weeks after the acquisition closed. Ingersoll Rand's restrictive covenants protect its most valuable assets—the company's confidential information and customer relationships. At the highest levels of the company, they knew this was a situation where enforcing their restrictive covenants was critical, and we were thrilled to deliver this result for them.

Who was on your team and how did you divide the work?

Andrew Rossman: We had a deep bench of really talented associates at all levels who joined in this sprint. In two months, we litigated a full case: document discovery, written discovery, four discovery hearings, six depositions and hundreds of pages of briefing. The core fact team included **Linda Moon**, **Evan Forbes** and **Temi Omilabu**, with **Stephanie Kelemen** and paralegal **Kayla Fleming** parachuting in for trial. **Jesse Hevia** and **Arman Cuneo** shouldered most of the legal research and writing. And **Brian Forsatz**, of counsel in our life sciences patent group, was our industry ringer. This relentless team never missed a beat, even when I was away on a long-planned family trip shortly before the hearing. Observing the team at work in the courtroom, the client likened them to a flywheel: in constant motion. They were the epitome of a QE trial team.

We were also really fortunate to have incredible support from our client Ingersoll Rand. IR's general counsel, **Andy Schiesl**, attended every deposition prep, every discovery conference, and of course the preliminary injunction hearing, providing strategic insights at every turn. We're appreciative of the time and attention of two very busy executives, Vikram Kini and Brandon LaMar, who devoted a summer weekend to prepping with us in Denver.

Colorado law has a general rule voiding most noncompetes. How did you make the case that this was an exception to that rule?

Owen Roberts: The rule that Colorado non-compete agreements are presumptively void is about protecting workers, and we explained why the two statutory exceptions that apply here support that policy. First, the sale of a business exception ensures that companies can be sold for their full value, which helps buyers, sellers and workers. Second, the trade secret exception for highly compensated employees encourages investing in those workers by making sure the results aren't immediately taken to a competitor.

Mr. Walker signed an "at will" employment agreement with the new company in the run-up to closing the deal. Did that make any difference for you?

Roberts: No, because we were not suing to force Mr. Walker to continue working at Ingersoll Rand. Our client's restrictive covenants are intended to protect its purchases and confidential information, not to require employees to show up at a job they have decided they no longer want to pursue.

Walk me through the discovery here. Avantor indemnified Walker, advised him that his noncompete was invalid and agreed to pay him even if he has to sit out for the year. How did you find all that out?

Fountain: When we filed the Complaint, we did not know any of that—but we knew we needed to put the puzzle together before the preliminary injunction hearing. Our team did an incredible job with our own defensive discovery efforts, and that put us in a strong position to attack the adequacy of the other side's production. By being strategic about what documents we needed, by not having glass house issues, and by having the benefit of a court that appreciated the intense time pressure and was willing to hold discovery hearings on short notice, we obtained a series of orders requiring Avantor to produce documents that taught us all of those facts.

Andrew, tell me about your examination of Mr. Walker during the hearing. What was your approach? And what testimony did you get from him that helped achieve this outcome?

Rossman: I wanted to convey that while the Ingersoll Rand-ILC Dover transaction was pending, Walker was effectively a double agent who was lining up his next job at Avantor. So we came up with a construct that we called the "Heaven and Hell" timeline. Across the top was a chronology of events IR knew. Across the bottom were the events hidden from IR about Walker's dealings with Avantor. We populated the timeline during the cross, allowing me to juxtapose Walker feigning enthusiasm for his job at IR while clandestinely plotting his departure to Avantor. As the court wrote in its opinion after hearing from Mr. Walker, "he did not wait for the ink to dry on his employment agreement with IR before he started speaking to Avantor," and while he was deep in negotiations to take a top role at a competitor, "he made no effort whatsoever to limit the amount of information he was exposed to"—even as our client prepared Walker to take over its own life sciences division.

Were there any other notable moments from the PI hearing that stand out now that you have this decision in-hand?

Fountain: Our hearing witnesses, Vikram Kini, IR's Chief Financial Officer, and Brandon Lamar, President of PharmBio, put in a tremendous amount of work for this litigation. Vik in particular had to juggle a business trip to China in the run-up to his deposition as Ingersoll Rand's corporate representative. Comparing the court's assessment of their credibility to that of Mr. Walker, it stands out just how crucial their hard work was to our victory.

One other thing that was particularly notable—during their opening, defendants used a demonstrative that characterized certain products sold by IR and Avantor as not competitive. We were able to use defendants' own demonstrative with our product witness to debunk their narrative just hours later, even over defendants' objections. This showcased the QE team's ability to adjust on the fly and be flexible in how we attack the other side's account.

It's probably a bit of an understatement to say that noncompetes have fallen in disfavor in some quarters. What does this decision show about their continued validity and utility?

Rossman: Noncompetes are very case and state-specific, so I can only comment on this context and Colorado law. There is still an important role for noncompetes and other restrictive covenant agreements to play in protecting companies, particularly with high-level executives, as long as the agreements are not overreaching. Tailored and reasonable noncompete agreements advance important public policies, like protecting trade secrets and the value of a business, both of which are key incentives for investment. The court showed that a well-designed noncompete that is specifically bargained for should be upheld.

What can other companies that are put in IR's position take from this decision?

Rossman: Companies should avoid generic and overbroad provisions and draft their non-competes thoughtfully with the goal of protecting their own interests, not making it impossible for the employee to take another job. And when necessary, companies should be prepared to enforce them in court.

What will you remember most about getting this result?

Rossman: I'll remember how hard the associate team worked during the entire race to the hearing, including back-to-back sleepless nights the weekend before we stood up before the court. And I'll remember how well the team gelled by the end, culminating in assembling an on-the-fly closing deck that day that was right on target.

Fountain: The dedication of the Ingersoll Rand team was incredible. They were in the trenches with us every single day, and their hard work made this victory possible.

Roberts: I'll remember the way that the quick timeline, limited discovery and one-day hearing all worked to boil this case down to the most essential facts and arguments.