Restrictive Covenants for Oklahoma Employees: Lessons from *Griffin v. Stryker* on Forum Selection, Choice of Law, and § 219A Compliance

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Oklahoma's public policy against employee non-competes is unusually strong and is codified. Under 15 O.S. § 219A, a former employee may engage in the same or similar business after termination provided the employee does not directly solicit the sale of goods or services from the established customers of the former employer. Any contractual provision that conflicts with § 219A is void and unenforceable.

The recent Griffin/Stryker litigation shows that for multi-state employers, outcomes may turn not only on what a restrictive covenant says, but also on forum selection, governing law, and the employer's ability to prove protectable interests and irreparable harm early.

Background: Two Courts, Two Key Orders

After Griffin, an Oklahoma-based sales representative, left employment with Stryker, a Michigan company, he filed a declaratory judgment action in Tulsa County, Oklahoma, seeking to invalidate the non-compete and other restrictive provisions that went beyond what Oklahoma law allows and were contrary to Oklahoma public policy. His contract with Stryker, however, contained a Michigan governing-law clause and an exclusive Michigan forum-selection clause stating that "any and all litigation … relating to this Agreement will take place exclusively in Michigan."

- **Order 1 (Oklahoma – Transfer)**
  The Northern District of Oklahoma enforced the forum-selection clause and transferred the case to Michigan. *Griffin v. Howmedica Osteonics Corp.*, No. 25-CV-302-JFJ (N.D. Okla. Oct. 2, 2025) (Jayne, M.J.).

- **Order 2 (Michigan – Preliminary Injunction)**
  In Michigan, Stryker sued Griffin and obtained a preliminary injunction, stopping him from competing and using trade secrets. *Stryker Emp. Co., LLC v. Griffin*, No. 1:25-cv-950 (W.D. Mich. Oct. 16, 2025) (Maloney, J.).

What the Oklahoma Transfer Order Teaches: A Mandatory Forum Clause Changes the Analysis

The Oklahoma court focused first on whether the forum clause was mandatory. It held the clause was clear and unequivocal because it used mandatory language ("will") and an exclusivity term ("exclusively"). Once the clause was deemed valid and enforceable, the court applied the modified

transfer framework for forum-selection clauses and emphasized that only rare public-interest considerations defeat transfer.

The court acknowledged Oklahoma's strong policy against non-competes and said if the case stayed in Oklahoma, it would "likely" find the non-competition/non-solicitation provisions void. Nevertheless, it concluded that Oklahoma's policy interest did not constitute the type of "exceptional circumstance" needed to override the parties' mandatory Michigan forum selection, and it also referenced judicial interests against forum shopping and a race to the courthouse.

Lesson: For multi-state employers, a forum-selection clause written in unmistakably mandatory terms can be outcome-determinative as to where the restrictive covenant dispute will be litigated.

What the Michigan Injunction Order Teaches: Protectable Interests, Plus Irreparable Harm Drive Early Relief

In Michigan, the court granted preliminary injunctive relief based on the verified complaint, the contract, and Stryker's affidavit providing evidence of interests meriting protection. The court found a substantial likelihood of success on the merits and irreparable harm absent an injunction. The harms it credited included loss of customer goodwill, unfair competition, and loss of control over confidential information/trade secrets—harms that are difficult to quantify and not fully compensable by money damages.

Lesson: The ability to present credible evidence of protectable interests (confidential information, customer relationships) and irreparable harm is often the difference between immediate injunctive relief and a slower merits fight.

Choice of Law: Why Oklahoma's Strong Policy Didn't Automatically Control in Michigan

Griffin argued to the Michigan court that it should apply Oklahoma law to the dispute, because Oklahoma had a materially greater interest in the outcome of the case, and Oklahoma law prohibits non-compete clauses. The court recognized that if Oklahoma law governed, it could undermine Stryker's likelihood of success. But under Michigan's approach to resolving the choice-of-law issue, it noted that the chosen law (here, Michigan law) generally applies unless applying it would violate a fundamental policy of a state with a materially greater interest in the issue (Oklahoma, as argued by Griffin).

Although Griffin stressed all of Oklahoma's interests in the outcome of the dispute (e.g., he worked in Oklahoma, the employment agreement with Stryker was executed in Oklahoma, enforcement would affect Oklahoma), the court stated Griffin did not meaningfully address Michigan's interests in the case and downplayed their significance. The court highlighted Michigan's interests, including harm to a Michigan company (Stryker) and the value to Stryker of uniform interpretation of its employment contracts across jurisdictions around the country. At the preliminary injunction stage, the court treated the conflicts question as, at best for Griffin, a difficult issue without a clear answer—while describing Stryker's position as well supported.

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Practical Takeaways for Employers and Counsel

1. **Oklahoma Employers**: Draft to § 219A, not to "reasonableness."

   Oklahoma's statute permits post-employment competition and allows only the narrow restraint against direct solicitation of established customers; inconsistent provisions are void.

   Drafting Takeaway: Avoid restrictions that function as "don't work for competitors" clauses for Oklahoma employees.

2. **Out-of-State Employers with Oklahoma Employees**: Build a coordinated strategy.

   The two orders illustrate a coordinated approach: (a) an exclusive forum clause enforced by transfer; and (b) early injunctive relief supported by confidential information/customer-relationship evidence and irreparable harm proof.

3. **Counsel**: Treat conflicts briefing as interest-balancing, not contact-counting.

   The Michigan order underscores that arguing "employee lived/worked in Oklahoma" is not the end of the analysis. You must also confront (or affirmatively develop) the employer home-state interests the court weighs and deal with them appropriately.

For questions regarding this development, or any other employment and labor questions, please contact your GableGotwals attorney or a member of our Employment & Labor Group.

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