

Dear Utah Senate Rules Committee,

I am writing in regards to S.B. 111, Veterinary Post-Employment Amendments.

I am a small animal veterinarian who provides a variety of services that benefit our community throughout the state - through coverage of after-hours emergency clinics, in-home euthanasia services, and biomedical research that benefits both human and animal health.

Non-compete agreements have become commonplace in the veterinary industry. As a new graduate re-locating to Utah, I entered the match program for continued training. Entering the match results in agreeing to a contract with no room for negotiation. Many of these programs are facilitated by large corporate entities and include restrictions on the type and location of practice you are allowed to engage in following the training program without the opportunity to opt out.

Many clinicians wish to stay where they pursue post-graduate training, but are unable to due to restrictive non-competes. Contracts often include a non-compete that casts a large radius or even restricts work to within the same state, forcing clinicians to move following training programs. Emergency clinicians in particular do not develop a client roster that follows them from clinic to clinic, making the argument of maintaining non-competes a protection of business assets moot.

The American Veterinary Medical Society recognizes the great shortage in emergency and speciality care. Boarded specialists can be rare - the loss of one specialist in the region is greatly felt by the client base as that caseload for specialty care either must be absorbed by a single remaining individual or the patients lose access to care. Currently, it is not uncommon for us to have to refer patients to neighboring states (Idaho, Colorado, Nevada most commonly) for specialized care due to changing availability within the state of Utah, or forces local clinicians to attempt procedures or management they are not comfortable or capable of doing.

The loss of a single emergency veterinarian forces clinics to shutter their doors or reduce availability, impacting community members greatly. Longer wait times, reduced access to care, and greater stresses on daytime clinics who are not given enough hours in the day to see the overflow of cases.

Non-competes directly impact our community by forcing skilled veterinarians to either change careers and leave the field, or move their entire families to avoid insurmountable legal fees on top of the significant student debt that was acquired in order to provide this vital

community service. Eliminating the restrictions of non-competes in the state of Utah will directly positively impact the constituents of the state and their families, encouraging us to maintain accessible care.

Sincerely,

Sam Fisher, DVM

Dear Senator Pitcher,

I am writing to ask you to vote YES on the SB111 - Veterinary Post-Employment Amendments in the Senate Business and Labor Committee.

Unfair non-compete clauses are negatively affecting both, veterinarians and animal owners in Utah.

I moved to Utah 11 years ago after being recruited by a corporate veterinary group to manage a 24-hour emergency hospital. The initial contract presented to me included a noncompete of five years and 15 miles. Given the clinic's location in Sandy, if I signed it as presented, it would have effectively required me to leave Salt Lake County, or Utah altogether, if the job did not work out. The corporation needed my skills and experience, and after significant negotiation I was able to reduce the restriction to 7 miles. When my contract expired, I chose not to renew it. Even then, the noncompete prevented me from working at most emergency veterinary clinics in the valley. I seriously considered relocating out of state, but I loved Utah so much I didn't want to leave. I ultimately stayed only because I was fortunate enough to find a small clinic for sale just outside the restricted area, which I have now owned and operated for ten years. Most veterinarians are horrible negotiators and they accept the contracts how they're written by the corporations.

Noncompete agreements are a major reason we don't have any independent, non-corporate veterinary emergency and specialty clinics within a 15-mile radius of Salt Lake City. They are also a key reason Utah struggles to retain veterinary specialists. Veterinarians who do not wish to stay in corporate systems are often forced to leave the state entirely. Unfair non competes are also affecting animals' owners. They end up paying both a financial and emotional price when competition is reduced, prices rise, and needed veterinary services are unavailable locally because veterinarians were compelled to move out of state.

I discussed this bill with many independent practice owners and haven't heard a word of opposition. They all agreed that this bill is carefully balanced. It preserves noncompete tied to ownership and the sale of a business, and does not eliminate protection for trade secrets or

confidential information. It simply ensures that licensed professionals can continue practicing where they are needed without being forced out of communities they want to live.

Thank you for your time and consideration. I would be happy to answer any questions or provide additional perspective from the practice level.

Respectfully,

Andrei Tarassov, DVM

Owner, Olympus Cove Veterinary Clinic

Millcreek, Utah

Thank you for the opportunity to submit testimony regarding the use of non-compete clauses in veterinary employment contracts. I urge you to consider the significant and measurable harm these provisions cause to veterinary professionals, animal welfare, and access to care within our state.

Non-compete clauses restrict veterinarians and veterinary staff from practicing within defined geographic areas for months or years after leaving an employer. In practice, these restrictions often exceed what is necessary to protect legitimate business interests and instead function as barriers to employment. Unlike industries where proprietary technology or trade secrets are at issue, veterinary medicine is a licensed healthcare profession grounded in publicly available medical knowledge and community trust.

These clauses disproportionately harm early-career veterinarians, associates, and support staff who often lack bargaining power when signing employment agreements. As a result, professionals may remain in unhealthy or unsafe work environments because leaving would require relocating, abandoning established clients, or exiting the profession altogether. This dynamic exacerbates burnout, worsens the profession's well-documented mental health challenges, and accelerates workforce attrition.

From a public-interest perspective, non-compete clauses directly undermine access to veterinary care. When veterinarians are forced to leave a community, clients lose continuity of care and animals lose access to experienced providers. The impact is particularly severe in rural and underserved areas, where even a single departure can eliminate essential services. Reduced provider availability also limits consumer choice and contributes to higher costs of care.

Non-compete clauses further suppress competition without clear evidence that they improve service quality or patient outcomes. Employers already have effective, less restrictive tools available—such as non-solicitation and confidentiality agreements—that protect business interests without preventing individuals from earning a living in their chosen profession. At a time when the veterinary workforce shortage is widely acknowledged, policies that limit mobility and discourage retention are counterproductive. Eliminating or restricting non-compete clauses in veterinary employment would promote workforce stability, improve access to care, and align employment practices with the public interest.

For these reasons, I respectfully urge the legislature/regulatory body to limit or prohibit the use of non-compete clauses in veterinary employment contracts and to support policies that allow veterinary professionals to practice without undue restraint while maintaining appropriate protections for employers.

Thank you for your time and consideration.

Janel Sharber, DVM

Emergency and Critical Care Veterinarian affected by non-competes in Utah

To my Utah State Senators and Representatives,

My name is Max Parkanzky. I write to you as a veterinarian who strongly supports bill SB0111. I seek your support as well.

I am a board-certified veterinary internal medicine specialist, and have lived in Utah for the past 7 years. I'm proud to call Utah my home. Restrictive contract covenants threatened to uproot my family and relocate us out of state.

I have had the privilege of wearing many hats as a veterinarian; from clinician, to medical director in a hospital of a large nationwide veterinary company, to, now, a co-owner of a small, independent veterinary clinic. I have seen, in every position I've been in, the harm that restrictive agreements cause to a veterinary team.

In my most recent position, I grew unhappy with my work environment and the lack of support and collaboration from the company. Unfortunately, as a specialist, my non-compete agreement made me ineligible to work at all other veterinary specialty centers in Utah except for one, which is owned by the same company. In order to find a new job, I faced a difficult decision. Either move my family out of state, or choose to be unemployed until my non-compete agreement

expires. I was lucky enough to drop some, but not all, of my restrictive agreements by working part-time (a major cost for my family). As I write this letter, I have left my previous employer, but I am still burdened by non-compete and non-solicitation agreements.

Having seen behind the curtain of "big veterinary medicine", I know that the selfish interests of large companies are the only things truly protected by restrictive covenants. On a recent call with a regional director of this employer, I was asked, "If everyone is so unhappy, why don't they leave?" My response was stunned silence followed by a simple question, "Where do you expect us to go?" She didn't have an answer. I have seen too many colleagues, highly talented veterinarians, trapped in a non-compete with nowhere to go.

Not only are restrictive covenants bad for individual veterinarians and the greater veterinary team, but they're also bad for Utah. I have seen veterinarians leave the state, as I considered doing, to outrun a non-compete agreement. This results in brain drain and lost economic value for Utah. I can humbly say that there are highly specialized interventional procedures that no other veterinarian in the state performs, aside from myself. I've had clients travel to see me from the far reaches of Utah as well as neighboring states. I am currently unable to offer these procedures to clients, as I'm still bound by a non-compete and non-solicitation agreement. These pets and clients must travel further, away from Utah, to find care. This delays care, increases cost, and takes people away from Utah. Again, restrictive covenants are only good for the company that holds the best cards. They are bad for our pets, our community, and our state.

I respectfully implore you to support SB0111 to bring an end to restrictive covenants for veterinarians in Utah. This is a place veterinarians want to live and work. Let's make sure they stay.

Sincerely,

Max Parkanzky DVM, MS, DACVIM
Board-Certified in Veterinary Internal Medicine

My name is Liz Lee and I am a boarded small animal veterinary internist who has been working exclusively in Utah for the last 5 years. I moved here after completing my residency training in California and have loved the clients, patients and veterinary community here. It is a unique geographic location with clients coming all over the Mountain West in search of care for their beloved pets, not dissimilar to how the University of Utah services the population seeking expert care for themselves within the Mountain West. It has been a privilege to be serving the

population in Utah and beyond, and therefore I am writing to provide additional perspective on how non-compete and non-solicitation clauses negatively affect veterinary patient care in the Intermountain West, where access to specialized veterinary services is already extremely limited. Support for Bill HB203 is imperative.

When a veterinarian is required to serve a non-compete period, it can create a significant vacuum in the availability of qualified patient care. This impact is especially pronounced for veterinary specialists. Veterinary internists, for example, commonly manage patients with chronic, long-term conditions that require ongoing monitoring, nuanced clinical judgment, and deep familiarity with each patient's medical history. When an internist is forced out of local practice due to a non-compete, their patients must transition to a new specialist who must re-establish this complex clinical understanding. This often results in delays in care, incongruous or fragmented treatment plans, and additional costs to clients due to repeated diagnostics and new initial consultation fees.

In Utah, there are currently only three practicing veterinary internists seeing cases directly. The loss of even a single internist significantly reduces access to timely and appropriate care for sick and medically complex patients. This problem is compounded by the structure of specialty care in the region. There are effectively only four multispecialty veterinary practices in Utah, and due to Utah's geographic location, these hospitals do not serve only the state's population. They also provide referral and specialty services to large portions of Idaho, Wyoming, Nevada, and Arizona. As a result, the loss of one specialist does not affect a single city or hospital—it reverberates across multiple states and thousands of patients.

In some veterinary specialties, there is only one clinician serving the entire state of Utah or even the broader surrounding region. In these situations, enforcement of a non-compete can effectively eliminate access to that specialty altogether. Clients may be forced to travel significant distances out of state, endure long delays, or forgo appropriate specialty care entirely, even when such care is medically necessary.

Similar concerns apply to general practice veterinarians. Many general practitioners maintain long-term relationships with patients managing chronic disease, and continuity of care is critical to achieving good outcomes. When a general practitioner is removed from practice due to a non-compete, these established patient–doctor relationships are disrupted, leading to fragmented care, inefficiencies, and increased costs for clients.

These issues occur within the broader context of an existing shortage of both primary care veterinarians and specialists. Removing qualified clinicians from active practice does not reduce demand for care; instead, it results in longer wait times, delayed diagnoses, overcrowded referral centers, and, in some cases, a complete lack of access to appropriate veterinary services.

Non-compete clauses also tend to concentrate multispecialty care into a very small number of hospitals or corporate entities. Reduced competition and restricted clinician mobility can drive prices upward, making veterinary care increasingly unaffordable for many families and further limiting access for patients.

Finally, non-competes can negatively affect clinician morale and workplace culture. When veterinarians feel effectively tied to a single employer despite a desire to move or change practice settings, resentment and disengagement can develop. This can reduce collaboration, harm team morale, and ultimately impact patient care and the client experience.

For these reasons, non-compete and non-solicitation clauses in veterinary medicine have consequences that extend well beyond employment relationships. They directly affect patient access, continuity of care, affordability, and the quality of veterinary services available not only in Utah, but across the surrounding region. I respectfully urge the committee to consider these patient-centered and regional impacts when evaluating policies related to non-compete agreements in the veterinary profession.

Thank you for your time and consideration.

Sincerely,

Liz Lee, DVM, DACVIM (Small Animal Internal Medicine)

