

Not Reported in S.E.2d, 2007 WL 2484031 (Va.)  
(Cite as: 2007 WL 2484031 (Va.))

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UNPUBLISHED OPINION. CHECK COURT  
RULES BEFORE CITING.

Supreme Court of Virginia.  
Michael **MACCHIONI**, et al., Appellants,  
v.  
**ROBERT HALF INTERNATIONAL, INC.**, Ap-  
pellee.

Record No. 071657.  
Aug. 24, 2007.

Upon a Petition under [Code § 8.01–626](#).

Before Justices [KINSER](#) and [LEMONS](#) and Senior  
Justice [RUSSELL](#).

\*1 This matter is before the Court upon a Peti-  
tion for Review pursuant to [Code § 8.01–626](#).

Michael **Macchioni** (“**Macchioni**”) and Staff-  
ing Now, Inc. appeal an order of the Circuit Court  
of Fairfax County entered on July 23, 2007 granting  
a temporary injunction prohibiting **Macchioni**  
from, among other things, being employed in any  
capacity by a staffing services firm, including Staff-  
ing Now, Inc., within a 50 mile radius of **Robert  
Half International, Inc.**'s (“RHI”) Tysons Corner,  
Virginia offices and further prohibiting **Macchioni**  
from directly or indirectly “soliciting or inducing  
any other RHI employee to leave the employ of  
RHI or to become connected in any way with any  
staffing services firm or business in competition  
with RHI.” Additionally, **Macchioni** was prohib-  
ited from “directly or indirectly contacting or soli-  
citing the trade and patronage of RHI's clients and/  
or candidates.”

The covenant not to compete at issue in this  
case provides as follows:

[F]or a period of twelve (12) months after the  
Termination Date (regardless of the reason for  
termination or whether such termination was by  
Employer or by the Employee), Employee agrees  
that Employee shall not, *directly or indirectly,*  
*own, manage, operate, control, be employed by,*  
*participate in, or be connected in any manner*  
*with the ownership, management, operation or*  
*control of, any Competitor* in any part of the area  
encompassed within a radius of fifty (50) miles  
from any Applicable Office.

**Macchioni** maintains that the provisions of this  
covenant are substantively indistinguishable from  
the covenant we held overly broad and unenforce-  
able in *Modern Environments, Inc. v. Stinnett*, 263  
Va. 491, 561 S.E.2d 694 (2002). At this stage of the  
proceedings, we agree with **Macchioni** and hold  
that RHI has not demonstrated a substantial likeli-  
hood of prevailing on the merits.

Furthermore, the temporary injunction order is  
not confined to a 12-month period as recited in the  
covenant. Finally, the temporary injunction order  
does not comply with [Code § 8.01–624](#) requiring  
the duration of temporary injunctions be fixed.

Accordingly, the provisions of the trial court's  
order of July 23, 2007 granting injunctive relief,  
specifically numbered paragraphs 1, 2, 3, 4, and 5  
are vacated.

This case is remanded to the trial court for such  
further proceedings as may be necessary, consistent  
with this order.

This order shall be certified to the Circuit  
Court of Fairfax County.

Va., 2007.  
Macchioni v. Robert Half Intern., Inc.  
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