RICH PRODUCTS CORPORATION v. KAREN A. PARUCKI
178 A.D.2d 1024; 578 N.Y.S.2d 345 (NY App. Div. 1991)

. . . The noncompetition agreement signed by defendant when she entered plaintiff's employ provides that, upon termination of employment, she will not, "for a period of two years subsequent to the termination of her employment, directly or indirectly engage in the manufacture, sale or distribution of any products similar to or competitive with the product marketed by the Company within any market area in which the Company markets its products." Plaintiff states that it markets its products throughout the United States and in many other countries. Plaintiff has not shown that defendant's services are truly "'special, unique or extraordinary' and not merely of 'high value to [her] employer'". Thus, it "is clear that [the noncompetition agreement's] broadsweeping language is unrestrained by any limitations keyed to uniqueness, trade secrets, confidentiality or even competitive unfairness" and, consequently, "the covenant is too broad to be enforced as written".