Year	State	Question Number	Direction of Change	Case or Statute	Citation Source	Description of Case Ruling or Statute
1991	South Carolina	4	Increased	Café Assocs. V. Gerngross, 406 S.E. 2d 162, 165 (SC 1991)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 2nd Ed (1996), p. 983	Court rejects the argument that the portion of the covenant prohibiting hiring of employees is contrary to public policy and renders covenant invalid in its entirety
1992	Alaska	3	Decreased	Wirum & Cash, Architects v. Cash, 837 P.2d 692,711	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 1990-1992 Cumulative Supplement (1994), p. 21	In order to prove the existence of an enforceable covenant not to compete, the following factors must be considered: "the absence or presence of limitations as to time and space, whether the employee represents the sole contact with the customer, whether the employee is possessed with confidential information or trade secrets, whether the covenant seeks to eliminate competition which would be unfair to the employer or merely eliminate ordinary competition, whether the covenant seeks to stifle the inherent skill and experience of the employee, whether the benefit to the employer is disproportional to the detriment to the employee, whether the covenant operates as a bar to the employee's sole means of support, whether the employee's talent which the employer seeks to suppress was actually developed during the course of employment and whether the forbidden employment is merely incidental to the main employment."
1992	Connecticut	3b/c	Increased	Gartner Group Inc. v. Mewes, No. CV91 0118332 S, 1992 WL 4766 (Conn. Super. Ct. Jan. 3, 1992)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 1149	Continued employment in a different capacity (e.g. promotion) after a covenant has been signed is sufficient consideration
1992	Georgia	4	Decreased	Drumheller v. Drumheller Bag & Supply, 420 S.E.2d 331, 334 (Ga. Ct. App.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1309-10	The courts have held many covenants to be nonseverable and unenforceable due to overbreadth of one part of the covenant that taints the entirety.
1992	Hawaii	1	Increased	HAW. REV. STAT. § 607-14.9	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1428	The statute provides that any "employee or former employee who prevails shall be awarded reasonable attorneys' fees and costs" in any case that involves the enforcement of a restrictive covenant.
1992	Mississippi	2	Increased	Empiregas, Inc. of Kosciusko v. Bain, 599 So. 2d 971, 976	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2389	The court specified that an employer's protectable interests include its customer base, good will, and ability to succeed in a competitive market. However, their interests may not be considered protectable in cases where the enforcement of the covenant could create a monopoly or unfair competition. It certain circumstances, it may also be outweighed by an employee's interest in becoming free of the restrictions.
1993	Connecticut	3a	Changed from N/A	Van Dyck Printing Co. v. DiNicola, 43 Conn. Supp. 191, 196, 648 A. 2d 898,901 (Super. Ct. 1993)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 894	For a covenant signed after the beginning of employment, if the parties have "not concluded an agreement concerning [all] the terms of employment" by the time employment has begun and there is some ambiguity about the "nature of the protection to be obtained for the former employer," determining whether consideration should exist relates back to the date of inception of employment.
1993	Michigan	2	Decreased	Merrill Lynch, Pierce, Fenner & Smith, Inc. v Grall, 836 F. Supp. 4428, 433-34 (W.D. Mich. 1993)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2261	Per the case brief, in order for the Court to determine whether to issue an injunctive relief in favor of the employer, the Courts need to consider "1) the likelihood of success on the merits; 2) the irreparable harm that could result if the injunction is not issued; 3) the impact on the public interest; and 4) the possibility of substantial harm to others." Reasonable business interests for an employer include protection of good will and in "restricting its former employees from enticing away the employer's old customers" (Marlsberger 2261, edition 5).
1993	Texas	4	Increased	TEX. BUS. & COM. CODE ANN. § 15.51	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3652	Prior to amendment in 1993, the employer had to request a reformation. The statute still requires that the covenant meets the requirements of the statute to be subject to reformation. In addition, covenant must be "ancillary to an otherwise enforceable agreement [and]...be supported by independent valuable consideration." OR "A covenant restricting an ex-employee from soliciting some of the former employer's customers can be valid even absent an express geographical limit, especially where, as is the case here, the employer's legitimate interests arise from the good will the sales representative established with the customers on behalf of that employer"
1993	Texas	3a	Decreased	Burgess v. Permian Court Reporters, Inc., 864 S.W.2d 725, 727-28 (Tex. Ct. App.- El Paso 1993, no writ) and TEX. BUS. & COM. CODE § 15.50(1)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3633	At-will employment is "not an otherwise enforceable agreement." 1993 amendment stated that an enforceable covenant needs to be "ancillary to or part of an otherwise enforceable agreement…if the covenant not to compete is executed on…the date on which the underlying agreement is executed."

1993	Wyoming		2 Increased	Hopper v. All Pet Animal Clinic, Inc., 861 P.2d 531, 540, 9 IER Cases 554	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3998	Legitimate interests of the employer include 1) trade secrets which employees obtained throughout employment, 2) other confidential information, such as unique business methods, and 3) special influence over the employer's customers that the employee obtained throughout employment. This specific court case ruled that a covenant was not enforceable as the circumstances did not meet any of these three criteria.
1993	Wyoming		4 Changed from N/A	Hopper v. All Pet Animal Clinic, Inc., 861 P.2d 531, 546, 9 IER Cases 554	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 4006-07	For overbroad covenants, the Wyoming Supreme Court adopted the Restatement (second) of Contracts § 184 approach. It previously followed the first Restatement of Contracts § 518 all-or-nothing rule.
1993	Wyoming	3a	Changed from N/A	Hopper v. All Pet Animal Clinic, Inc., 861 P.2d 531, 540, 9 IER Cases 554	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 4000	Covenants entered into at the start of employment are "better analyzed in terms of ancillary, rather than with respect to notions of consideration." Oral covenants entered into at the start of employment do not satisfy the requirement that they be "ancillary to the creation of the relationship."
1993	Wyoming	3b/c	Changed from N/A	Hopper v. All Pet Animal Clinic, Inc., 861 P.2d 531, 541, 9 IER Cases 554	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 4001-02	Change in the terms and conditions of employment is required to provide separate consideration necessary for a covenant not to compete entered into after employment has begun. A covenant made during the employment relationship must be supported by separate consideration and cannot be merely supported by continued employment.
1994	Wisconsin		3 Increased	NBZ, Inc. v. Pilarski, 185 Wis. 2d 827, 520 N.W.2d 93, 97 (Ct. App.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 11th Ed. (2017), p. 5374	Whether the covenant is reasonably necessary to protect the employer depends on the totality of circumstances…the employer has the burden of proving the reasonable necessity of the restrictive covenant. Malsberger 11th Ed. p. 5377 also says "The supreme court also addressed the precedential holdings in NBZ Inc. v Pilarski and Star Direct, Inc. v. Dal Pra.
1994	Wisconsin	3b/c	Changed from N/A	NBZ, Inc. v. Pilarski, 185 Wis. 2d 827, 520 N.W.2d 93, 97 (Ct. App.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3951	The state court of appeals declined to address whether a change in status alone would serve as sufficient consideration for a covenant signed after the start of the employment relationship. They held that restrictive covenants in employment contracts are subject to common law contract principles.
1995	Iowa	3b/c	Changed from N/A	Curtis 1000, Inc. v. Youngblade, 878 F. Supp. 1224, 1259-60 (N.D. Iowa 1995)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1857	The Iowa Supreme Court ruled that an employee's continued employment serves as adequate consideration for a noncompete agreement, if the agreement was signed at the beginning of employment.
1995	Kansas		8 Changed from N/A	Curtis 1000, Inc v. Pierce, 905 F. Supp. 898 (D. Kan. 1995)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1938	The court determined that the former employer's remedy against the employee "is limited to what is available under the terms of the covenant" when the violation of the covenant is the misconduct that forms the basis for the employer's claim against a former employee for tortious interference with business relations. Generally, termination, as long as it's not wrongful termination, does not affect the enforceability of the covenant.
1995	Louisiana	3b/c	Increased	Cellular One, Inc. v. Boyd, 653 So. 2d 30, 34 (La. Ct. App. 1st Cir. 1995)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2039	Covenants not to compete entered into after the start of employment can be supported by continued employment. This also applies when the employee is forced to sign the covenant under threat of termination if they fail to do so.
1995	Maine	3b/c	Increased	Brignull v. Albert, 666 A.2d 82 (Me. 1995)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2099	The Supreme Court stated that a restrictive covenant was supported by an employee's continued employment for three years after the signing of the first of three 1-year contracts containing noncompete covenants.
1995	Nevada		1 Decreased	NEV. REV. STAT. § 613.200	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2612	State statue was amended and articulates that anyone who prevents a former employee from obtaining new employment shall receive a fine of no more than § 5,000. The amended statue states that it is does not prohibit anyone from enforcing an agreement that prohibits a former employee from pursuing a similar vocation or disclosing trade secrets, or other confidential information, obtained throughout his former employment.
1995	Pennsylvania		8 Increased	Insulation Corp. of Am. V. Brobston, 667 A.2d 729, 737, 11 IER Cases 170 (Pa. Super. Ct.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3357	When an employee is terminated, "the circumstances under which the employment relationship are terminated are an important factor to consider in assessing both the employer's interests and the employee's ability to earn a living."
1996	Alaska		2 Decreased	Metcalfe Invs., Inc. v. Garrison, 919 P.2d 1356, 1361	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 637	An employer has a protectable interest in customer lists and confidential information. However, a covenant is unreasonable if it bars the former employee from practicing his/her "specialty" by restricting contact with former customers.
1996	Florida		1 Increased	FLA. STAT. ANN. § 542.335 (West 1996 Supp.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1043	The statue "1) Sets forth…reasonable and unreasonable time limitations, 2) Authorizes judicial modification of unreasonable covenants, 3) Provides that the violation of an enforceable restrictive covenant creates a presumption of irreparable injury to the person seeking enforcement of the covenant, 4) Bars the courts from construing a restrictive covenant narrowly against the drafter, 5) Provides for the award of costs and attorneys' fees."

1996	Florida		2	Increased	FLA. STAT. ANN. § 542.335 (West 1996 Supp.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1056	Employer interests that are protectable include: 1) Trade secrets, 2) Confidential business/professional information, 3) Substantial relationships with prospective or existing clients, customers, patients, 4) Goodwill of clients, customers, or patients associated with a professional or business practice, through trade name, trade mark, service mark, or "trade dress", a certain geographic area, a certain marketing or trade area, 5) Extraordinary or specialized training.
1996	Florida		3	Decreased	FLA. STAT. ANN. § 542.335 (West 1996 Supp.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1064	The person seeking enforcement must prove that there is at least one legitimate business interest that justifies the restrictive covenant. Otherwise, the covenant is void and unenforceable.
1996	Florida		4	Decreased	FLA. STAT. ANN. § 542.335 (West 1996 Supp.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1085	The statute states that if a covenant is overbroad, "a court shall modify the restraint and grant only the relief reasonably necessary to protect such interest or interests."
1996	Iowa		2	Increased	Uncle 's Bakery, Inc. v. O'Rourke, 920 F. Supp. 1405 (N.D. Iowa 1996)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1852	Courts ruled that trade secrets are included as protectable interests for employers. Specific types of protectable trade secretes include recipes, manufacturing processes, and packaging techniques. It is protected by statute, common law, and agreement.
1996	Iowa		4	Increased	Moore Bus. Forms, Inc. v. Wilson, 953 F. Supp. 1056, 1064 (N.D. Iowa 1996)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1868	Courts can engage in modification or partial enforcement of a restrictive covenant. The courts upheld the narrow enforcement of a portion of the noncompete agreement that dealt with prohibiting sales to customers that the former employees recently dealt with in their term with the former employer.
1996	Kansas		2	Increased	Weber v. Tillman, 913 P.2d 84, 89 (Kan. 1996)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1921-24	Seeing that contracts with clients continue, "loss of clients," "customer contacts," "referral sources," "trade secrets," "special training of employees," "investment of years, education, and effort in establishing...practice," and "reputation" all constitute protectable interests. However, preventing ordinary competition is not a protectable interest for an employer. Courts ruled that when a former employee has an unfair competitive advantage, a protected interest can exist.
1996	Kansas		3	Decreased	Weber v. Tillman, 913 P.2d 84, 89 (Kan. 1996)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1926	Court ruled that the plaintiff must be able to prove that a restrictive covenant is "reasonable under the circumstances and not adverse to the public welfare."
1996	Kentucky		2	Increased	Borg-Warner Protective Servs. Corp. v. Guardshark, Inc. 946 F. Supp. 495, 502 (E.D. Ky. 1996)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1990	An employer's protectable interest extends to the "time, effort, and money it has spent in training its employees where the expense is 'considerable.'"
1996	South Dakota		2	Increased	Central Monitoring Serv., Inc. v. Zakinski, 553 N.W.2d 513, 516 n.7 (S.D.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3511	Protection against unfair competition by former employees constitutes an employer's legitimate interest. Nondisclosure covenants can be used as protection against disclosure of trade secrets, confidential business practices, price lists, and unique marketing strategies.
1996	South Dakota		8	Changed from N/A	Central Monitoring Serv., Inc. v. Zakinski, 553 N.W.2d 513, 521 (S.D.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3522	If an employee is terminated for no cause or bad cause, the trial courts must analyze the covenant for reasonableness.
1996	South Dakota	3a		Increased	Central Monitoring Serv., Inc. v. Zakinski, 553 N.W.2d 513 (S.D.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3512	The court stated that when an agreement is signed at the beginning of employment, it can be "considered to be part of the entire consideration and therefore bargained for."
1996	Tennessee		3	Increased	Borg-Warner Protective Servs. Corp. v. Guardsmark, Inc., 946 F. Supp. 495, 501 n.6 (E.D. KY)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3557	The courts will enforce covenants to the necessary extent to protect the employer's interest while ensuring that employees and the public interest are not imposed with undue hardship and are not adversely affected.
1996	Vermont		4	Changed to N/A	A.N. Deringer, Inc. v. Strough, 103 F.3d 243 (2d Cir.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3780	The Vermont Supreme Court will follow the "reasonable alteration approach and permit judicial modification of a covenant overbroad as written." Bad faith of the former employer can serve as a reason to deny reform of an overbroad covenant.
1997	Arizona		3	Increased	Hilb, Rogal & Hamilton Co. of Ariz., Inc. v. McKinney, 946 P.2d 464, 467	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 672	A restrictive covenant (which includes a noncompete or an anti-piracy agreement) can be enforceable if it is "no broader than necessary to protect the employer's legitimate business interest." Previous case law tends to disfavor restrictive covenants that prevent an employee form engaging is a similar vocation as an ex-employee (Bryceland v. Northey 1989)
1997	Louisiana		2	Increased	Dixie Parking Serv., Inc. v. Hargrove, 691 So. 2d 1316, 1319 (La. Ct. App. 4th Cir. 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2032	Protectable employer interests include extensive training, trade secrets, financial information, and management techniques.
1997	Louisiana	3b/c		Increased	Dixie Parking Serv., Inc. v. Hargrove, 691 So. 2d 1316, 1319 (La. Ct. App. 4th Cir. 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2038	A beneficial change in terms of employment can constitute the consideration necessary to support a covenant that was entered into at the beginning of the employment relationship. In this case, the employee's participation in the employer's profit-sharing bonus plan constituted the necessary consideration.
1997	Maine		2	Increased	Merrill Lynch, Pierce Fener & Smith v. Bennett, 980 F. Supp. 73,75 (D. Me. 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2097	Documents containing information about financial holdings and transactions of its customers constitute a protectable interest for the employer.

1997	Michigan		3	Changed from N/A	Frontier Corp. v. Telco Communications Group, Inc., 965 F. Supp. 1200, 1208 (S.D. Ind. 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2263	The courts applied Michigan substantive law by stating that "an employee's covenant not to compete after termination of employment be 'reasonable as to its duration, geographical area, and the type of employment or line of business.'"
1997	Michigan	3a		Changed from N/A	Lowry Computer Prods., Inc. v. Head, 984 F. Supp. 1111, 1115 (E.D. Mich. 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2264	The court held that continued employment provided sufficient consideration to support a covenant entered into at the inception of employment with acquirer of employer.
1997	Michigan	3b/c		Changed from N/A	Lowry Computer Prods., Inc. v. Head, 984 F. Supp. 1111, 1115 (E.D. Mich. 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2265	The court held that when a firm has been acquired by another, continuing employment (except when the employer is contractually obligated to retain the employee) provides sufficient consideration to support agreement with the new employer.
1997	Nevada		2	Increased	Camco, Inc. v. Baker, 936 P.2d 829, 12 IER Cases 1525	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2614	Protectable employer interests include customer contracts and good will, but only in areas where the former employer has conducted business.
1997	Nevada		3	Increased	Camco, Inc. v. Baker, 936 P.2d 829, 832-33, 12 IER Cases 1525	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2614-15	The plaintiff must be able to show that the covenant is reasonable and supported by consideration. The 1997 state supreme court cited the rule of reasonableness articulated in Hansen v. Edwards, 83 Nev. 189, 426 P.2d 792 (1967).
1997	Nevada	3b/c		Changed from N/A	Camco, Inc. v. Baker, 936 P.2d 829, 12 IER Cases 1525 (change 800 number to match)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2616-17	The Nevada Supreme Court held that continued employment provides sufficient consideration for an at-will employee's agreement not to compete entered into after the employment relationship has begun.
1997	New York		3	Increased	Pilot Communications, L.L.C. v. Corlett, 242 AD>2d 982, 665 N.Y.S.2d 377, 377-78 (4th Dep't 1997)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2810	Court articulated that covenants must meet these criteria to be found reasonable and enforceable: "1) the time and geographical scope of the restriction must be reasonable; 2) the burden on the employee must not be unreasonable; 3) the general public policy must not be harmed; and 4) the restriction must be necessary for the employer's protection."
1998	California		4	Changed from N/A	Kolani v. Gluska, 64 Cal. App. 4th 402, 408, 75 Cal. Rptr. 2d 257, 260, 14 IER Cases 39	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 782-83	Courts will not reform an illegal and void covenant, even if the covenant contains a savings clause that expresses agreement for the court to narrow the covenant if it is found unfair.
1998	Hawaii		2	Increased	UARCO, Inc. v. Lam, 18 F. Supp. 2d 1116 (D. Haw. 1998)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1429	Protectable employer interests under Hawaii law include customer contacts, confidential information, and trade secrets.
1998	Hawaii		3	Changed from N/A	UARCO, Inc. v. Lam, 18 F. Supp. 2d 1116 (D. Haw. 1998)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1429	The courts ruled that former employers need to be able to show that the covenant is reasonable as a matter of law. Courts "must examine such factors as geographical scope, length of time, and breadth of the restriction placed on a given activity."
1998	Iowa		2	Increased	Gateway 2000, Inc. v. Kelley, 9 F. Supp. 2d 790, 797 (E.D. Mich. 1998)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 1853	Specialized training may constitute a protectable interest. For employees who have received "highly specialized training," an employer may "have a legitimate need to bind that employee in a more restrictive manner than his co-workers."
1998	Maryland		2	Increased	Intellus Corp v. Barton, 7 F. Supp. 2d 635, 641 (D. Md. 1998)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 1999 Cumulative Supplement (1999), p. 988	Customer relationships and good will developed through direct customer contact [are] covenant-protectable interests…Maryland law recognizes [a former employer's] right to protect itself from the harm that would result should [its] clients choose to follow [a former employee] and engage [a rival] Malsberger 1999 p. 988
1998	Maryland		3	Increased	Intellus Corp v. Barton, 7 F. Supp. 2d 635, 641 (D. Md. 1998)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 1999 Cumulative Supplement (1999), p. 988	Resolved a case of first impression by determining that absence of geographic term is not fatal to covenant enforcement
1998	Missouri		4	Decreased	Easy Returns Midwest, Inc. v. Schultz, 964 S.W.2d 450, 453, 13 IER Cases 1240 (Mo. Ct. App. 1998)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2444	The Courts can enforce an overly broad covenant in a more restricted geographic area. However, when the former employer fails to establish a protectable interest in at least one part of the area as described in the covenant that is too geographically broad, no partial enforcement is allowed.
1999	Massachusetts	3b/c		Decreased	AFC Cable Sys., Inc. v. Clisham, 62 F. Supp. 2d 167, 173 (D. Mass. 1999) OR IKON Office Solutions, Inc. v. Belanger, 59 F. Supp. 2d 125, 131 (D. Mass. 1999)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 2191-93	The court determined a noncompete agreement void because of changes in the employee's employment status and repeated unsuccessful attempts by the employer to have the employee sign a new agreement. In addition, whether continued employment constitutes sufficient information is undetermined but leaning towards the requirement of needing additional consideration.
1999	South Carolina	3b/c		Decreased	Poole v. Incentives Unlimited, Inc., 338 S.C. 271, 525 S.E.2d 898, 15 IER Cases 1487 (Ct. App.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 5th Ed. (2006), p. 3470	A covenant entered into during an at-will employment relationship is not enforceable if the only "benefit" to the employee is that they are not terminated.
2000	Oklahoma		3	Changed from N/A	Loewen Group Acquisition Corp. v Matthews, 12 P.3d 977, 980 (Okla. Ct. App. 2000)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3867	A restraint is deemed reasonable only if it (1) is no greater than is required for the employer's protection from unfair competition; (2) does not impose undue hardship on the employee; and, (3) is not injurious to the public
2000	Rhode Island		3	Increased	In re Givens, 251 B.R. 11, 14 (Bankr. D. R.I. 2000)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 4125	There must be "a legitimate interest that the provision is designed to protect" among other things for the covenant to be enforceable under Rhode Island law.
2001	Missouri		1	Increased	28 MO.STAT.ANN. § 431.202	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 2931-02	Statute indicates that the stability of an employer's workforce is a covenant-protectable interest. This changed a previous decision that stated that employers had no protectable interest in their employees at will, the employees' skills, or workforce stability.

2001	Ohio		2	Decreased	Brentlinger Enters v Curran, 141 Ohio App. 3d 640, 649, 752 N.E.2d 994, 1001	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3761-03	Courts ruled that the only business interests that are sufficient to justify enforcement of a noncompete agreement include "preventing the disclosure of the former employer's trade secrets or the use of the former employer's proprietary customer information to solicit the former employer's customers."
2001	Oklahoma		1	Decreased	OKLA. STAT. tit. 15, § 219A	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3861-65	Oklahoma legislature amended and added a new section to the statute that limits the scope of noncompete agreements. Employer's efforts to restrict former employee's opportunities in similar business will not be allowed so long as the former employee does not directly solicit the sales of goods/services from established customers of former employer.
2002	Arizona		2	Increased	Bed Mart v. Kelley, 202 Ariz. 370, 372, 45 P.3d 1219, 1221	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 865	The court upheld that covenant is considered reasonable if it protects an employer's legitimate interest beyond ordinary competition. In this case, employer protectable interests included a "product bible" or insider information about business strategies and financial information.
2002	Arkansas		2	Increased	Moore v. Midwest Distribution, Inc. 76 Ark. App. 397, 401, 65 S.W.3d 490,493	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 923	Courts ruled that there is sufficient interest for the employer to be protected by the agreement only if the employer shared special training, trade secrets, confidential business information, or customer lists and this information is used to gain an unfair competitive advantage. Covenants will not be enforced to prohibit ordinary competition.
2002	Virginia	3b/c		Decreased	Mona Electric Group, Inc. v. Truland Service Corp., 193 F. Supp. 2d 874, 976	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 123-24	The U.S. District Court for the Eastern District of Virginia held that continued employment does not independently provide consideration for the enforcement of a non-competition agreement entered into after the inception of employment.
2003	New York	3a		Decreased	AM Medica Communications Group v. Kilgallen, 261 F. Supp. 2d 258	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3402	The fact that a restrictive covenant was embodied in a pre-printed form, the terms of which were not negotiated with the employee, weighed against enforcement Malsberger (2022).
2004	Connecticut		4	Decreased	Grayling Assoc., Inc. v. Villota, No. 04-CBAR-1972 (Conn. Super. Ct.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 1164	Courts ruled that they can "blue pencil" overbroad geographical restrictions where the parties have "indicated an intent to make its terms severable."
2004	Delaware		8	Changed from N/A	Tri-State Courier & Carriage, Inc. v. Berryman, 2004 WL 835886 (Del. Chanc. Ct.)	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 1242-03	The court enforced a restrictive covenant where the employee was terminated outright by the employer.
2004	Ohio	3b/c		Increased	Lake Land Employment Group of Akron, LLC v. Columber, 101 Ohio St. 3d 242, 804 N.E.2d 27	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3769-73	The Ohio Supreme Court held that an employee's acceptance of a noncompete agreement after initial employment is adequate consideration to support the enforceability of the agreement.
2004	Washington	3b/c		Decreased	Labriola v. Pollard Group, Inc., 152 Wash. 2d 828	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 4th Ed., 2005 Supplement (2005), p. 573-74	The Washington Supreme Court ruled that when an employee signs the agreement well into employment and receives no new training or benefit, continued at-will employment is not independently sufficient consideration to support a noncompete agreement. It also held that necessary independent considerations supporting the enforcement of a covenant "may include increased wages, a promotion, a bonus, a fixed term of employment, or perhaps access to protected information."
2005	Iowa		2	Increased	Pro Edge v. Gue, 374 F. Supp. 2d 711, 740, 757 & American Express Fin. Advisors v. Yantis, 358 F. Supp. 2d 818, 830, 836	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 2231	Protectable interests include customers in certain geographical regions, good will, and employees. Noncompete agreements that are reasonable and protect these interests will be enforced.
2005	New Jersey		2	Increased	Pathfinder , L.L.C. v. Luck, 2005 WL 1206848, *7	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3266-68	Preventing an experienced employee from working for a customer at a lower cost than the customer would have to pay for services from the former employer is considered a protectable interest. However, it would not extend to lessening interest.
2005	New Jersey		8	Increased	Pierson v Medical Health Centers, P.A., 183 N.J. 65, 869 A.2d 901	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 6th Ed. (2008), p. 3285	The NJ Supreme Court held that a covenant can be enforced when an employee's departure is a result of an employer's refusal to renew the employee's contract.
2008	Arkansas		3	Decreased	Accord Freeman v. Brown Hiller, Inc., 102 Ark. App. 76, 81, 281 S.W.3d 749	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 1165	A covenant is unreasonable if it "restricts the promisor from engaging in activities that are unnecessary to protect the promise." Whether a covenant is reasonable depends on if it is only broad enough to provide fair protection or if it interferes with public interest. Additionally, covenants that grow from an employment relationships are subject to stricter scrutiny than those that are connected with the sale of a business.
2008	Georgia		3	Decreased	Trujillo v. Great S. Equip. Sales, LLC, 289 Ga. App. 474, 476, 657 S.E. 2d 581, 583	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 1841-02	A restrictive covenant in an employment contract is enforceable if "1) the restraint is reasonable; 2) founded upon valuable consideration; 3) is reasonably necessary to protect the party in whose favor it is imposed' and 4) does not unduly prejudice the interests of the public."
2008	Idaho		2	Increased	IDAHO CODE § § 44-2701-2704	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 2073-04	An amended statute provides that an employer's legitimate business include "an employer's goodwill, technologies, intellectual property, business plans, business processes and methods of operation, customers, customer lists, customer contracts and referral sources, vendors and vendor contacts, financial and marketing information, and trade secrets." This amendment clarified pre-statutory case law which defined protectable interests as "customer contracts, trade secrets, and other confidential information."

2008	Idaho		4	Increased	IDAHO CODE § § 44-2701-2704	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 2081-02	An amended statute provides that if a part of the covenant is found unreasonable, "a court shall limit or modify the agreement or covenant as it shall determine necessary to reflect the intent of the parties...and specifically enforce the agreement or covenant as limited or modified." Pre-statutory case law ruled that the courts could "strike an unreasonable word or two" but couldn't add clauses to make the covenant reasonable.
2008	Louisiana		4	Increased	L&B Transp., LLC v. Beech, 568 F. Supp. 2d 689, 693-94	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 2773	Louisiana courts are not permitted to reform overbroad geographical limitations in a covenant but this case noted that in "exceptional instances" the Louisiana Supreme Court can permit modification of the geographic scope.
2008	Montana	3b/c		Changed from N/A	Access Organics, Inc. v. Hernandez, 341 Mont. 73, 80-81, 175 P.3d 899, 904-05	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 3412-13	In a 2008 case of first impression, Montana law states that "non-compete agreements entered into by existing employees may be supported by independent consideration." Continued at-will employment does not serve as sufficient independent consideration to support a covenant executed after the inception of employment.
2009	Illinois		3	Increased	Aspen Mktg. Servs., Inc. v. Russell, 2009 U.S. Dist. LEXIS 112982, at *12	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 2140	The enforceability of a covenant depends on whether it was designed to protect a legitimate business interest. It is enforceable if the terms of agreement are reasonable and necessary. Reasonableness is "measured by its hardship to the employee, its effect upon the general public, and the reasonableness of the time, territory, and activity restrictions." This case also stated that the application of the legitimate business interest test has not been accepted nor rejected by the Supreme court and remains in use in the majority of appellate district courts and state courts.
2009	Wisconsin		4	Increased	Star Direct, Inc. v. Dal Pra, 319 Wis. 2d 274, 310-11, 767 N.W.2d 898	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed. (2010), p. 5145-46	The Supreme Court of Wisconsin stated that divisible provisions can still be separately enforced. Prior court rulings have prohibited blue penciling in both indivisible and divisible contracts.
2010	Georgia		1	Increased	GA.CODE ANN. § 13-8-53	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed., 2011 Supplement (2011), p. 156	The Restrictive Covenants Act provides that restrictive covenants are enforceable as long as the restrictions are "reasonable in time, geographic area, and scope of prohibited activities." Prior to this, there was a constitutional amendment that was interpreted as providing protections against the enforcement of restrictive covenants in certain circumstances.
2010	Georgia		2	Increased	GA.CODE ANN. § 13-8-51	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed., 2011 Supplement (2011), p. 171-02	The Restrictive Covenants Act adds new protectable interests. Legitimate business interests include: 1) Trade secrets, 2) Valuable confidential information that otherwise does not qualify as a trade secret, 3) Substantial relationships with specific prospective or existing customers, patients, vendors, or clients, 4) Customer, patient, or client good will associated with: I) an ongoing business, commercial, or professional practice..., ii) a specific geographic location, iii) a specific marketing or trade area, 5) Extraordinary or specialized training
2010	Georgia		3	Increased	GA.CODE ANN. § 13-8-55	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed., 2011 Supplement (2011), p. 176	The Restrictive Covenants Act requires that in order for a covenant to be enforceable, the party must prove "the existence of one or more legitimate business interests justifying the restrictive covenant."
2010	Georgia		4	Increased	GA.CODE ANN. § 13-8-53(d) and GA.CODE ANN. § 13-8-51	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed., 2011 Supplement (2011), p. 263-04	Under the Restrictive Covenant Act, covenants that would otherwise be void can be modified by the court, as long as it doesn't make the covenant more restrictive. Allowable modifications include removing or severing a part of the covenant.
2010	South Carolina		4	Decreased	Poynter Invs., Inc. v. Century Builders of Piedmont, inc., 387 S.C. 583, 588, 694 S.E.2d 15, 18	Malsberger, Brian M. Covenants Not to Compete: A State-By-State Survey, 7th Ed., 2011 Supplement (2011), p. 611	While it was previously noted that the courts could blue pencil a noncompete covenant, in 2010 the Supreme Court of South Carolina held that courts cannot rewrite or limit restrictions for noncompete clauses.
2011	Alabama		1	Increased	Akzo Nobel Coatings, Inc. v. Color & Equip. LLC, 2011 U.S. App. LEXIS 24373, at *3 (11th Cir. Dec. 8, 2011) (unpublished) (quoting Ex parte Howell Eng'g & Surveying, Inc., 981 So.2d 413, 423 n.4 (Ala. 2006)).	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Alabama, Question 1 (2022) (ebook)	The general prohibition contained in subsection 8-1-1(a) of the Alabama code voids only total restraints of trade, not partial restraints of trade, and "a restraint is partial, and not total, if the party can engage 'as a practical matter, in a meaningful pursuit of one's calling, notwithstanding the terms of the agreement.'"
2011	Illinois	3b/c		Decreased	LKQ Corp. v. Thrasher , 785 F. Supp. 2d 737, 744 (N.D. Ill. 2011)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Illinois, Question 3b, 3c (2022) (ebook)	12 months of continued employment, which ended with the employee quitting as opposed to being fired, constituted the necessary "substantial period" of continued employment; refusing to apply a 2-year "bright-line test"
2011	Montana		3	Decreased	Wrigg v. Junkermier, Clark, Campanella, Stevens, P.C., 362 Mont. 496, 500–01, 265 P.3d 646, 650 (2011)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Montana, Question 3 (2022) (ebook)	As a "threshold step," the employer must show that it has a legitimate business interest to protect before the court will analyze whether the covenant not to compete is reasonable
2011	Montana		8	Changed from N/A	Wrigg v. Junkermier, Clark, Campanella, Stevens, P.C., 362 Mont. 496, 503, 265 P.3d 646, 652 (2011)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Montana, Question 8 (2022) (ebook)	Generally, if the employer terminates the underlying employment relationship, the covenant is not enforceable. Montana law's disfavor of covenants not to compete "only heightens when an employer chooses to end the employment relationship and yet seeks to enforce the covenant not to compete."

2011	Pennsylvania		8 Decreased	Shepherd v. Pittsburgh Glass Works, LLC, 25 A.3d 1233, 1246 (Pa. Super. Ct. 2011)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Alabama, Question 8(2022) (ebook)	An employer may not enforce a noncompetition covenant after that employer has terminated an employee for no fault on the part of the employee.
2012	Illinois		2 Increased	Instant Tech., LLC v. DeFazio, 2012 WL 2567033, *6 (N.D. Ill. June 26, 2012)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Illinois, Question 2 (2022) (ebook)	Employees were not liable for breach of restrictive covenants in their employment contracts for using information on employer's candidates and clients to solicit them for placements through newly formed competitor, where candidate and client information was not proprietary because it was widely available online, and restrictive covenants were unenforceable because data were not confidential, high employee and client turnover showed no information or relationship warranting protection, and employer offered no further evidence to justify enforcement of covenants
2012	Illinois		3 Decreased	Instant Tech., LLC v. DeFazio, 2012 WL 2567033, at *6 (N.D. Ill. June 26, 2012) and Multimedia Sales & Mktg., Inc v. Marzullo, 2012 WL 5894340 (Ill. Cir. Ct. (Cook Cnty.) Oct. 5, 2012)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Illinois, Question 3, (2022) (ebook)	Illinois Supreme Court in Reliable Fire Equipment Co. v. Arredondo, 358 Ill. Dec. 322, 965 N.E.2d 393 (2011), held that covenant enforceability should be evaluated under a "three dimensional rule of reason" under which a covenant is reasonable if it "(1) is no greater than is required for the protection of a legitimate business interest of the employer-promisee; (2) does not impose undue hardship on the employee-promissor; and (3) is not injurious to the public.". "The inquiry is fact-specific and intensive" (Instant Tech), and this "makes dismissal at the pleading stage inappropriate." (Multimedia Sales & Mktg).
2012	New Hampshire	3b/c	Increased	Revised Statutes §275:70, effective July 14, 2012.	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey, 10th Ed. (2016), p. 3878	Supports the principle that a change in the terms and conditions of employment provides sufficient consideration to support a covenant not to compete entered into after the employment relationship has begun. A reasonable covenant not to compete signed "[p]rior to or concurrent with making an offer of change in job classification" shall be enforceable as long as an employer provides a copy of the covenant not to compete to the employee. This issue has not been decided by the New Hampshire courts.
2013	Maryland		3 Decreased	Maternal-Fetal Med. Assocs. of Md., LLC v. Stanley-Christian, 2013 WL 3941970, at *18 (Md. Ct. Spec. App. July 24, 2013) (quoting Ecology Servs., Inc. v. Clym Envtl. Servs., LLC, 181 Md. App. 1, 15, 952 A.2d 999, 1007 (2008))	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey, 10th Ed. (2016), p. 3231	A facially reasonable covenant must also be examined for enforceability under the following facts and circumstances: "whether the person sought to be enjoined is an unskilled worker whose services are not unique, whether the covenant is necessary to prevent the solicitation of customers or the use of trade secrets, assigned routes, or private customer lists; whether there is any exploitation of personal contacts between the employee and customer; and whether enforcement of the clause would impose an undue hardship on the employee or disregard the interests of the public." "Maryland follows the general rule that restrictive covenants may be applied and enforced only against those employees who provide unique services, or to prevent the future misuse of trade secrets, routes or lists of clients, or solicitation of customers."
2013	New York	3a	Increased	Poller v. BioScrip, Inc., 974 F. Supp. 2d 204 (S.D.N.Y. 2013)	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey, 12th Ed. (2018), p. 1460-61	"the fact that a restrictive covenant agreement is a condition of future employment ... does not automatically render such an agreement coercive and unenforceable," and thus can be considered sufficient consideration.
2014	Kentucky	3b/c	Decreased	Charles T. Creech, Inc. v. Brown, 433 S.W.3d 345, 354 (Ky. 2014).	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Kentucky, Question 3b, 3c (2022) (ebook)	Continued unchanged employment does not provide consideration to support a covenant executed well after the inception of employment.
2014	Nevada	3b/c	Increased	Excellence Cmty. Mgmt., LLC v. Gilmore, 351 P.3d 720, 722 (2015).	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Nevada, Question 3b, 3c (2022) (ebook)	The rule against the assignability of a covenant not to compete is limited to asset purchase transactions. The nonassignability rule "does not apply when a successor corporation acquires restrictive employment covenants as the result of a merger"
2014	Texas		3 Decreased	Gomez, 520 B.R. 233, 237 (Bankr. S.D. Tex. 2014) (applying Texas law).	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Texas, Question 3 (2022) (ebook)	To sustain a claim under Texas law for breach of a covenant not to compete, the claimant must show: (1) the noncompete agreement is enforceable; (2) the defendant violated the noncompete; and (3) the defendant does not have an affirmative defense.
2014	Washington	3a	Decreased	Genex Coop., Inc. v. Contreras, No. 2:13-cv-03008-SAB, 2014 BL 279888, at *8 (E.D. Wash. Oct. 3, 2014) (citing Schneller v. Hayes, 176 Wash. 115, 118–21 (1934)).	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Washington, Question 3(a), (2022) (ebook)	"[w]hether non-compete agreements can ever be enforceable against at-will employees, without providing specific consideration such as a promise for future employment or training, is an open question in Washington." "Thus, for consideration purposes, an at-will employee signing a restrictive covenant at the time he is first hired is indistinguishable from a contract employee signing a restrictive covenant after beginning his employment."
2014	Wisconsin	3b/c	Increased	Runzheimer Int'l, Ltd. v. Friedlen, 2014 BL 105158, 38 IER Cases 91 (Wis. Ct. App. Apr. 15, 2014).	Brian M. Malsberger, Covenants Not to Compete: A State-By-State Survey ch. Wisconsin, Question 3(b), 3(c), (2022) (ebook)	A promise of continued employment is lawful consideration for a noncompetition covenant that an at-will employee was required to sign after years of service in order to remain employed.