# CAPTION: Kross Acquisition Co., LLC v. Groundworks Ohio LLC

**02-16-24**

APPEAL NO.: C-230272

TRIAL NO.: A-2201033

KEY WORDS: Summary Judgment – noncompetition agreement – trade secrets – r.c. 1333.61

SUMMARY:

The trial court did not err when it granted summary judgment in favor of defendant employee where the noncompete agreement was unenforceable because it was overly broad in geographic and temporal scope, and the trial court did not err when it declined to modify the noncompetition agreement because reforming the agreement to comply with the rule of reasonableness would require completely rewriting the agreement.

The trial court did not err in granting summary judgment in favor of defendant on plaintiff’s trade-secrets claim where there were no genuine issues of material facts that the allegedly confidential information did not qualify as trade secrets under the Ohio Uniform Trade Secrets Act because the plaintiff employer did not take sufficient measures to maintain confidentiality of the information.

The trial court did not err in declining to enforce the liquidated-damages provision of the noncompetition agreement because the agreement was unenforceable.

JUDGMENT: Affirmed

JUDGES: Opinion by Crouse, J.; Bock, P.J., and Kinsley, J., concur.