

# Third Circuit Derails 'Executive Fast Track' Case

A contract between an executive and an employer does not always have to be in writing, writes **Jason M. Knott** of **Zuckerman Spaeder** in an article published on Lexology.com.

"Sometimes, employees can enforce oral promises," he writes. "Agreements can also be implied based on the parties' conduct, even when no one made a promise, either in writing or orally."

He discusses a ruling in a Third U.S. Court of Appeals case, **Steudtner v. Duane Reade, Inc.**, to show that contracts that aren't in writing can be much harder to enforce.

**Read the article.**