Decisions Show Courts' Reluctance to Modify Overbroad Non-Compete Provisions

In what may be a trend, several courts around the country this year have embraced strict interpretations of non-compete agreements, refusing to blue pencil or equitably reform overbroad or unreasonable clauses in non-compete agreements, according to an article by **Christopher Lindstrom** and **Emily Fox** in Nutter McClennen & Fish LLP's **Non-Compete Law blog**.

The explain that courts traditionally have exercised the doctrine of equitable reformation to re-write provisions to render them reasonable, or at the very least, strike unreasonable provisions to save those that are reasonable.

They discuss cases from Nevada, North Carolina and New York that illustrate their point.

Read the article.