If You Checked The Box, You're Bound By The Contract

Pat Collins of **Norris McLaughlin & Marcus** discusses a recent decision by a New Jersey appellate court that highlights the well-established legal maxim that "when a party enters into a signed, written contract, that party is presumed to understand and assent to its terms."

Writing in the firm's employment law blog, Collins covers the case of *ADP v. Lynch and Halpin*. ADP sued two former employees who had resigned and went to work for one of ADP's competitors.

ADP claimed they had violated terms of an agreement on a web page outlining incentive stock awards in exchange for the non-compete. Defendants argued that the clause covering the non-compete was merely an online check box that signified that they had read the agreement. It did not say they agreed to the terms, they argued.

The trial court and appeals court found otherwise.

Read the article.

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