9th Circuit Extends Non-Compete Term Beyond Contractual Period



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The 9th U.S. Circuit Court of Appeals ruled in *Ocean Beauty Seafoods v. Pacific Seafood Acquisition Company* that the doctrine of equitable extension can be used to tack on a non-compete period to an employment agreement after the original period had run, according to an article by Michael Arnold and Robert Sheridan of **Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.**

They write that the case illustrates what can happen when: "employee disregards a non-compete and joins a competitor; former company calls foul and initiates a lawsuit; parties fight it out, but by the time litigation has run its course, the non-compete period in the underlying contract has expired."

Read the article.