

NORTH CAROLINA SUPERIOR COURT, BUSINESS COURT

BioSkryb Genomics, Inc. v. AClarity Genomics Inc.

2026 NCBC 51 · No. 25-CVS-424 · Decided June 8, 2026

SUMMARY

The North Carolina Business Court grants Jason A.A. West summary judgment on liability for his counterclaim under California Business and Professions Code § 16600.5. The court holds that the parties’ California choice-of-law provisions are enforceable, that the contractual nonsolicitation restrictions are void under California law, and that § 16600.5 applies despite the employment being based in North Carolina. Damages and attorney’s fees remain for further proceedings.

CASE DETAILS

COURT	North Carolina Superior Court, Business Court
WRITING FOR THE COURT	Adam M. Conrad
JURISDICTION	North Carolina Superior Court, Business Court
DECIDED	June 8, 2026
DOCKET	25-CVS-424
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Jason A.A. West moved for summary judgment on liability on his counterclaim under California Business and Professions Code section 16600.5. The North Carolina Business Court granted the motion and reserved determination of damages and attorney fees for further proceedings.
STANDARD OF REVIEW	Summary judgment is appropriate when the record shows no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. The evidence is viewed in the light most favorable to the nonmoving party, with all reasonable inferences drawn in that party's favor.
PRECEDENTIAL VALUE	Published North Carolina Business Court opinion

TOPICS

- summary judgment
- restrictive covenants
- employment contracts
- statutory interpretation
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the California choice-of-law clauses in West's employment-related contracts were enforceable.
2. Whether applying California law would violate a fundamental public policy of North Carolina.
3. Whether California Business and Professions Code section 16600.5 applies when the employment was maintained outside California.
4. Whether West was entitled to summary judgment on BioSkryb's liability under section 16600.5.

HOLDINGS

1. The California choice-of-law clauses are enforceable because the parties had a reasonable basis for selecting California law and no applicable exception justified disregarding their contractual choice.
2. Applying California law to invalidate the nonsolicitation restrictions would not violate a fundamental public policy of North Carolina.
3. Section 16600.5 applies even when the contract was signed and the employment was maintained outside California.
4. West was entitled to summary judgment on BioSkryb's liability because California law rendered the nonsolicitation restrictions void and BioSkryb admitted that it attempted to enforce them.

KEY QUOTATIONS

“Summary judgment is appropriate “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that any party is entitled to a judgment as a matter of law.”” (¶ 9)

“where parties to a contract have agreed that a given jurisdiction’s substantive law shall govern the interpretation of the contract, such a contractual provision will be given effect.” (¶ 13)

“An employer or former employer shall not attempt to enforce a contract that is void under [section 16600(a)] regardless of whether the contract was signed and the employment was maintained outside of California.” (¶ 19)

“there is no genuine issue of material fact for a jury to decide with respect to BioSkryb’s liability to West, and BioSkryb is liable as a matter of law.” (¶ 20)

FACTUAL BACKGROUND

BioSkryb, a Delaware biotechnology company headquartered in North Carolina, employed Jason A.A. West as a founder, officer, and director. West executed an employment agreement and a confidentiality and invention-assignment agreement, both containing one-year postemployment nonsolicitation restrictions and California choice-of-law clauses. After BioSkryb removed West as an officer and he later resigned from its board, West formed AClarity Genomics. BioSkryb sued to enforce the nonsolicitation restrictions, but later voluntarily

dismissed its claims; West maintained that the attempted enforcement violated California Business and Professions Code section 16600.5.

PROCEDURAL HISTORY

BioSkryb sued West and AClarity Genomics, asserting claims based on alleged unfair competition and breach of contractual nonsolicitation restrictions. After the court denied BioSkryb's motion for a temporary restraining order, West asserted a counterclaim alleging that BioSkryb violated California Business and Professions Code section 16600.5 by attempting to enforce void nonsolicitation restrictions. BioSkryb voluntarily dismissed its claims without prejudice after discovery, leaving West's counterclaim as the only remaining claim. The court granted West summary judgment on liability.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The parties were directed to confer and jointly file a status report by June 22, 2026, addressing procedures for resolving West's claims for actual damages and reasonable attorney fees.

CASES CITED

- Vizant Techs., LLC v. YRC Worldwide, Inc., 373 N.C. 549, 556 (2020)
- N.C. Farm Bureau Mut. Ins. Co. v. Sadler, 365 N.C. 178, 182 (2011)
- Karriker v. Harpoon Holdings, L.P., 2024 NCBC LEXIS 23, at *4-5 (N.C. Super. Ct. Feb. 12, 2024)
- Tanglewood Land Co. v. Byrd, 299 N.C. 260, 262 (1980)
- Restatement (Second) of Conflict of Laws § 187 cmt. e (1971)
- IQVIA, Inc. v. Cir. Clinical Sols., Inc., 2023 NCBC LEXIS 1, at *6 (N.C. Super. Ct. Jan. 6, 2023)
- Cable Tel Servs., Inc. v. Overland Contr., Inc., 154 N.C. App. 639, 643 (2002)
- Behr v. Behr, 46 N.C. App. 694, 696 (1980)
- Boudreau v. Baughman, 322 N.C. 331, 342 (1988)
- Aeroflow Inc. v. Arias, 2011 NCBC LEXIS 21, at *16 (N.C. Super. Ct. July 5, 2011)
- Farr Assocs., Inc. v. Baskin, 138 N.C. App. 276, 279 (2000)
- Sawyer v. Mkt. Am., Inc., 190 N.C. App. 791, 796 (2008)
- FBC Mortg., LLC v. New Am. Funding, LLC, 2024 U.S. Dist. LEXIS 250486, at *14 (D. Ariz. Apr. 22, 2024)