

# Limiting Exposure With a Limitation of Liability Clause

## *News*

Where sophisticated parties have bargained for a limitation of liability clause in an arms-length transaction, courts are likely going to enforce that clause to limit the damages that may be recovered.

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# Outsourcing Contracts in the USA

## *Insight*

Kilpatrick Townsend & Stockton has compiled a structured guide to outsourcing contracts in the United States.

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# Overbroad Geographic Restriction Dooms Covenant Not to Compete

## *Insight*

The reach of the geographic restriction in the covenant should extend only as far as the employee's geographic

activities extend.

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## **Google Fails to Get IP Suit Transferred Out of Plaintiff-Friendly East Texas**

### ***News***

Google said the case should be transferred because the presence of its servers in the district doesn't amount to a regular and established place of business under the patent venue statute.

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## **Notice of Terms via Buried Link within a Post-Sale Email Unenforceable**

### ***Insight***

The Second Circuit affirmed a ruling that denied a web service's motion to compel arbitration, finding that the user did not have reasonable notice of the arbitration provision contained in the terms and conditions that were communicated via a hyperlink in a post-sale email.

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# IBM Watson in Quiet Talks With Law Firms to Expand AI Offerings

## *News*

The company until now has mostly focused its legal business marketing of Watson to legal departments within large corporations, Bloomberg Law reports.

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# Texas Court Addresses Bad Acts in an Oil-Patch Lease Play

## *Insight*

Was a partnership formed by a letter agreement, a participation agreement and the actions of the parties?

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# Trade Secrets Take Center

# Stage, and Contracts Play a Lead Role

## *Insight*

Breach-of-contract claims frequently have appeared alongside trade secret claims in lawsuits over the years and often materially impacted the results, according to Skadden Arps.

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# Knowledge Qualifiers in IP Representations and Warranties

## *Insight*

Counsel must carefully craft the definition of knowledge and decide which types of intellectual property such knowledge qualifier should apply, advises Morgan, Lewis & Bockius.

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# Bionpharma Fails to Get Rival's GC Disqualified in Supply Spat

## *News*

Bloomberg Law reports that Generic drug distributor P&L Development LLC's general counsel and an outside firm may

continue to represent P&L in its breach-of-contract and fraud suit against Bionpharma Inc., a federal court in North Carolina ruled.

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## **Lawyer Sues Apple, Says FaceTime Bug Allowed Secret Recording of Deposition, Caused Emotional Trauma**

### ***News***

The Houston lawyer, Larry D. Williams II, seeks punitive damages against Apple and unknown parties for claims of product liability, negligence, warranty and fraudulent misrepresentation.

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## **Evaluating Current Contracts for Use In the New Year**

### ***Insight***

Snell & Wilmer offers some advice for businesses that may need to take a look at their existing contract templates to evaluate a refresh or, in certain circumstances, a major overhaul.

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# Three Recent Cases Consider the Interpretation and Enforceability of Arbitration Agreements

## *Insight*

A post on the website of McGuireWoods LLP discusses three recent cases before the Supreme Court and the Third Circuit relating to the interpretation and enforceability of arbitration agreements.

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# No Fees for You: Non-Class Counsel Get Stiffed in VW Diesel Litigation

## *News*

Numerous attorneys who worked on VW suits before the appointment of class counsel won't get paid, reports Bloomberg Law.

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# Another Reason Not to Use Fixed Price Buy-Sell Agreements

## *Insight*

Fixed price buy-sell agreements in theory offer two main advantages over pricing mechanisms that utilize formulas or appraisals at the time of the trigger event.

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# Brexit Vote Prompts New Questions for UK, US Businesses

## *News*

The historically large rejection of Prime Minister Theresa May's Brexit proposal is creating new uncertainty for companies doing business in the United Kingdom.

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# A Top 10 Verdict in Texas

## *News*

A team of lawyers with Boyd Powers & Williamson alleging deceptive business practices against BBVA Compass Bank won a \$98 million verdict for their client, a real estate developer who was working to build three luxury subdivisions in Tarrant

County, Texas.

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# Supreme Court Hands Rare Win for Workers in Arbitration Case

## *News*

Under the nearly 100-year-old Federal Arbitration Act, which is generally presumed to favor employers, thousands of truck drivers who are employed as independent contractors cannot be forced into private arbitration.

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# Autonomous Vehicle Survey Shows Desire for Consistent Regulation to Dispel Safety Concerns

## *Insight*

The survey, conducted in partnership with the Association for Unmanned Vehicle Systems International, finds that tech and auto leaders and regulators believe a comprehensive, coherent regulatory regime is needed for consumers to feel secure buying and using driverless cars.



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# Texas Case Offers Three Lessons for Contract Drafters

## *Insight*

The Texas Supreme Court recently heard oral argument on the interpretation of a farmout agreement providing that an assignment could not be made “without the express written consent,” according to a post on the website of Porter Hedges.