If You Want an Enforceable Online Contract, You Better Keep a Good Chain of Evidence

InsightsEventbrite wanted to send a lawsuit to arbitration, so it invoked the arbitration clause in its TOS. But did the plaintiffs assent to Eventbrite's TOS? The court says no.

Contracts in the COVID-19 Era

InsightsWhat about unforeseeable governmental restrictions or even economic disasters—especially on a statewide, national or even global scale?

Copyright Law Can Protect Businesses From Unfair Competition

InsightsBusinesses have several available causes of action to claim when a competitor attempts to replicate the business' appearance in advertising or its products.

Changing Your Terms and Conditions? If so, Your Company Must Provide Express Notice to Consumers

InsightsThe Ninth Circuit recently reminded companies that they must provide notice to consumers when they change their terms and conditions, even where original terms state that they are subject to change at-will and at any time.

Remote Control—How Employers Can Avoid Litigation Disadvantages in the WFH Era

InsightsRemote work is here to stay. The shift from in-person office work to working from home has been dramatic, and the data and commentators suggest it may be permanent.

Helpful Summary of EEOC’s New COVID-19 Guidance

InsightsThe Equal Employment Opportunity Commission (EEOC) recently released updated guidance for both employers and employees addressing common questions related to COVID-19 and the federal employment laws.

Who Pays When Contract Performance Is Excused Due to Covid-19?

InsightsBusiness disruptions caused by Covid-19 are providing fertile ground for contractual disputes and negotiations over how losses should be allocated. Kasowitz Benson Torres attorneys say courts may be increasingly willing to adjust contract obligations to avoid inequitable results and they offer tips for contract language.

About That LLC Buyout…

InsightsMost LLC operating agreements contain a “buyout” provision allowing the LLC or its remaining members to buy the membership interest of a departing member.

Who’s On The Hook? Make Sure Your Indemnity Agreement Is Enforceable

InsightsWhat happens when you just include standard boilerplate language where both parties agree to indemnify each other for any negligence committed by the indemnifying party?

Cybersecurity Terms from A to Z

InsightsAs the world changes in unexpected ways, cybersecurity threats evolve and become more sophisticated. Cyberattackers have used the global pandemic to take advantage of individual and system vulnerabilities, giving rise to a dramatic increase in socially engineered phishing scams and ransomware.

Two Major Luxury Brands Were

Scheduled to Merge, But There’s Been a Hiccup

InsightsVMH Moët Hennessy-Louis Vuitton SE was scheduled to acquire Tiffany & Co. no later than August 24th, 2020, but the merger came to a halt when LVMH failed to even apply for antitrust clearance.

Controlled Compositions Clauses and Frozen Mechanicals

InsightsBMG announced they will be rolling back at least some aspects of what’s called ‘controlled compositions’ clauses in (presumably) their record deals.

PPP Borrowers May Need Prior SBA Approval for Change in Ownership Transactions

InsightsUnder new guidance from the Small Business Administration (SBA) certain PPP borrowers may be required to seek prior consent from the SBA for a change in ownership of equity or sale of assets.

Facebook Brings Suit against Developers of a Browser Extension That Harvested User Data

NewsFacebook brought suit against two marketing analytics firms alleging the defendants developed and distributed malicious Chrome browser extensions that were essentially designed to scrape users’ data from various social media platforms.

2nd Circuit Clarifies Important Copyright Law

InsightsCopyright law is found in more than in the copyright code. Courts interpret the code, along with rulings by other courts, and apply it to the circumstances.

Practice Pointer: When Should

You Send Default and Demand Letters?

InsightsIn all or almost all jurisdictions in the United States, a lender is required to provide a written notice of default to the borrower and guarantors, and to make a written demand for payment, before exercising any rights or remedies.

Internet Terms and Conditions: Browsewrap Hyperlink

InsightsThe Second Circuit recently addressed this issue in declining to enforce browsewrap terms and conditions containing an arbitration agreement.

Is Invalidation of the DOL’s Joint Employer Rule Much Ado About Nothing?

InsightsMuch has been written in the past few weeks about a recent federal court decision that invalidated the U.S. Department of Labor’s joint employment rule.

Contract Clauses Limiting Damages

InsightsThe NH Supreme Court has enforced contract clauses waiving consequential damages and limiting liability.

When COVID-19 Meets the Litigator’s Office

InsightsThe likelihood that attorneys and their clients will contract the disease is high. This post looks at the ethical issues that arise in both scenarios.