Indemnify is a Funny Word Carrying Historical Baggage—Be Aware and Use with Care

Insight

An indemnification remedy against sellers (subject to a cap) continues to find its way into many private company acquisition agreements.

Physician Non-Compete Agreements Present Challenges, Potential Controversy

Insight

The key question when it comes to physician non-compete provisions is when do such provisions become unreasonable?

Does a No-Damage-for-Delay

Clause Also Preclude Acceleration Damages?

News

Courts are split as to whether damages for a contractor's "acceleration" efforts are distinguishable from "delay" damages such that they may be recovered under an enforceable no-damage-for-delay clause.

Frequently Overlooked Technology Provisions in Vendor Agreements and Why They Matter

News

Banks need to ensure the products and vendors in which they invest will operate reliably, compliantly, and safely – and that the bank's rights and remedies are preserved in the event of failure, according to Caitlin B. Houlton Kuntz and Nadja Baer.

---

10 Performance Incentives to

Consider in Drafting System Development or Implementation Contract

News

Morgan Lewis discusses 10 contractual mechanisms for providing meaningful performance commitments and consequences if the commitments are not met.

Eighth Circuit Rejects Claim That Arbitration Clause in Retainer Was Unconscionable

News

The Eight Circuit has rejected a plaintiff's claim that an arbitration clause in a retainer agreement she signed with a law firm was unconscionable, according to Carlton Fields.

NYC Litigation Boutique Sued for 'Absurd' Fees

News

Plaintiffs claim the firm charged "almost $1.9 million over a three year period, without engaging in any discovery, or

document collection, whatsoever.”

Effectively Using Letters of Intent in Real Estate Negotiations

Insight

An LOI that is unclear as to what, if anything, it obligates the parties to do can invite uncertainty, disagreements and even litigation.

The Importance of a Forum Selection Clause

Insight

Courts tend to enforce forum selection clauses unless there is a compelling showing of prejudice to the party opposing the agreed-upon forum.

A Contractual Non-Disparagement Provision May Violate the National Labor Relations Act

Insight

Employers may prohibit illegal conduct, such as defamation, but prohibiting disparagement generally of the employer, management or policies is inappropriate.

Model Data Access Agreement to Foster Fintech Growth

Insight

The model agreement is intended to provide a standardized foundation that speeds up data access agreement negotiations.

White Paper: 4 Bet-the-Job Data Privacy Questions for Corporate Counsel

Insight

The launch of the CCPA means that consumers have more

information and control over a business's data practices, which creates challenges for businesses.

Forum Selection Clause Gone Wrong, and Indemnification Woes

Insight

Lewitt Hackman discusses two recent cases concerning franchise agreements, one involving a forum selection clause and the other covering indemnification.

NLRB General Counsel Explains Broad Non-Disparagement Provision Violates Labor Relations Act

Insight

The memo referred to a case in which a law firm required all newly hired support staff and attorneys to sign an employment agreement containing a non-disparagement provision.

State of Commercial AI Contracts – Software, Cloud Services, and Beyond

Insight

As the reach of AI expands, new structures are needed to drive adoption of a set of potentially valuable AI solutions.

Court Enforces Arbitration Agreement Incorporated Into 'Notice to Employees'

Insight

The court found that the notice to employees contained sufficient language to incorporate the arbitration agreement by reference.

Judge Berates Lawyers for Gig

Economy Companies for Trying to ‘Worm Out’ of Arbitration

News

A federal judge Monday accused food delivery service DoorDash of trying to “squirm” out of its obligation to arbitrate labor disputes with more than 2,000 workers.

Legal Fight Over Flaring in the Eagle Ford

News

The dispute, between Williams MLP Operating and Exco Operating Co., has moved to district court in Travis County in Austin.

Buying and Selling a Business: Disclosure Schedules and Why They Matter

Insight

Disclosure schedules supplement the purchase and sale agreement in the sale of a business by incorporating disclosures about the business being sold, according to a post on the website of Thompson Coburn.

Does an Arbitrator Have Authority to Compel Production of Third-Party Documents?

Insight

If a case is subject to arbitration, it is likely there will be a dispute about whether the arbitrator has the authority to compel production of third-party documents or witnesses for deposition.