Physician Contracting: Understanding Letters of Intent

Insight

AMA senior attorney Wes Cleveland discusses physicians' letters of intent and when an attorney should be retained during the contracting process.

Contract Drafting: When is a Cardinal Change 'Cardinal'?

Insight

A recent New York case sheds some light on the use of contract clauses that cover cardinal changes in construction, according to an alert by Henry L. Goldberg for Moritt Hock & Hamroff.

What is 'Oil or Gas' as Used in a Pipeline Easement?

News

The property owner contended that "oil and gas" referred to crude petroleum, but not refined products.

The Case of the Missing Apostrophe in the Contract

Insight

The outcome of a suit involving a contract between a general contractor and a subcontractor hinged on an apparently missing apostrophe in the agreement.

Contractual Liability Exclusion Excised from E&O Policy for Professional Services Company

Insight

The ruling could also apply to the “professional service” exclusion found in some D&O policies, including in policies issued to companies engaged in providing professional services.

Title VII Limitations Period May Not Be Shortened By Contract

Insight

Title VII's limitations period is a non-waivable substantive right, rather than a waivable procedural one.

2019 Case Law Mash-Up: Can You Assign Exaggerated Representations and Warranties to a Locked-In Vendor?

Insight

Several court cases in 2019 dealt with (or are still dealing with) key issues faced by parties to commercial contracts, including contracts for technology products and services, writes Eric Begun.

Fake Mineral Leases Thwarted by the Texas Legislature

Insight

The 2019 Texas legislature enacted a new Property Code Section 5.152 to protect mineral and royalty owners from a certain species of fraudulent transactions.

Breach of Contract Claim Does Not Arise Under Patent Law

News

The U.S. Court of Appeals for the Federal Circuit reversed a district court decision that retained jurisdiction over a breach of contract action.

Drafting Representations and Warranties in a Contract

Insight

D.C. Toedt III, writing in the On Contracts blog, offers some lessons for drafting representations and warranties in contracts.

Legal Tech Guide: Choosing SharePoint or Contract Management Software

Insight

The new guide can be used for identifying the type of software legal teams need most based on specific business objectives.

Noncompete Agreements Aren’t Enforceable, Are They?

Insight

While courts frequently comment that restrictive covenants are “disfavored in the law,” they can be enforced if they meet certain standards.

Ex-Hershey In-House Lawyer Barred From Suing on Race,

Gender Bias Claims

News

Kurt L. Ehresman, a 52-year-old white man, worked as Hershey's senior counsel for global intellectual property until Hershey told him it was eliminating his position.

Louisiana Operator's Bad Faith Does Not Preclude Recovery

News

Charles Sartain summarizes the background of *Apache Deepwater, LLC v. W&T Offshore, Inc.*, a conflict between parties to a joint operating agreement for operations on offshore deepwater wells.

Signature Page Mixing-and-Matching Leads to Trouble in Delaware Case

Insight

D.C. Toedt III, writing in the On Contracts blog, describes how parties to a contract often circulate just signature pages to be signed, and the problems that can arise with that

practice.

NDAs Do NOT Work for China But NNN Agreements Do

Insight

The China Law Blog has published part one of an expected series of posts setting out exactly what foreign companies should do (and not do) to protect their intellectual property in China.

Court Enforces Arbitration Clause in Clickwrap Agreement

News

The defendant’s terms of service, which were hyperlinked in the sign-up box, contained a clause providing for arbitration of disputes with a class-action waiver.

Special Order Your Forum

Selection Clause

News

Author Glenn D. West takes a look at a recent Delaware ruling on an anti-suit injunction attempting to prevent a suit being prosecuted in Texas.

Is It Time to Reconsider Your Non-Compete Policy? It Might Be If You Employ Low-Wage Workers

Insight

Businesses should evaluate their current restrictive covenant programs to ensure that they comply with newly enacted statutes, advises Seyfarth Shaw.

Federal Government Contract Modifications: Pay Attention

Insight

Any release document (including releases with parties other than the government) should be narrowly drawn and clearly articulate those claims that are being released.