Federal Appeals Court Upholds $9.5 Million Judgment for Encompass Office Solutions

News

The appellate court found that BlueCross BlueShield of Louisiana failed to properly reimburse Encompass Office Solutions for in-office medical procedures.

How to Draft a Contract with Severability in Mind

Insight

Whether a contract is severable or entire depends on the parties' intention, as revealed in the language of the contract itself and the surrounding circumstances.

Technology Service Provider Contracts with Banks

Insight

The FDIC suggested that undefined and unclear contract terms in these areas contribute to uncertainty around bank rights and vendor responsibilities.

Double Trouble: The Executory Effect of a Clerical Error

Insight

The case serves as a cautionary tale that even a simple clerical error may have unintended and prolonged consequences, warns David Li of Weil, Gotshal & Manges.

When Union Contracts And Overtime Law Conflict: Court Provides Balance For Employers

Insight

The case involved an offshore oil worker whose contract called for 12-hour shifts for a week and required him to be on the off platform between shifts.

Waiving Class-Wide

Arbitrations in Contracts

Insight

It is clear from recent Supreme Court decisions that class action arbitration waivers do not violate the law, according to a Faegre Baker Daniels website post.

Key Considerations When Contracting Cloud

Insight

It makes sense to check whether the key features are (or can be) described in a document and to refer to that description in the agreement, according to Baker McKenzie.

Mineral Interests: Net Royalty Acres Defined

Insight

Mineral buyers often make offers in terms of dollars per net royalty acre. If the recipient of the offer does not know for sure what she owns, it can be difficult to evaluate the offer, according to Graves, Dougherty, Hearon & Moody.

Why Do I Want/Need a Waiver of Subrogation?

Insight

Ira Meislik of Meislik & Meislik, writing in the firm's Ruminations real estate law blog, examines the use of subrogation clauses in real estate leases in relation to insurance policies.

What Should be in Every Construction Agreement

Insight

Parties to a construction project can have a better agreement by addressing six topics described in a post in The Lien Zone blog.

Audit Provisions in Services Agreements

Insight

In many cases, the customer is the auditing party and the service provider is the audited party, but there are

situations where the roles will be reversed.

What Did I Agree To? Importance of Reviewing Arbitration Provisions

Insight

The case presented a conflict between the parties' contractually-adopted arbitration rules and an individual party's statutory rights under the FAA.

Invalidating a Non-Compete Agreement

Insight

There are circumstances that allow a departing employee to challenge the legitimacy of a non-compete agreement, even if this type of contract meets all the legal requirements, writes Romy Jurado of Jurado & Farshchian.

Key Terms for Provider Contracts

Insight

A good contract with an employed or contracted physician or other practitioner may help you avoid regulatory violations and future disputes, advises Kim Stanger of Holland & Hart.

An Anti-Reliance Clause Should Actually Disclaim Reliance on Extra-Contractual Representations

Insight

Nothing is more fundamental to private equity deal practice than limiting the exposure of private equity sellers for post-closing claims, writes Glenn D. West for Weil, Gotshal & Manges LLP’s Global Private Equity Watch.

Keeping Boilerplate Coupled to the Transaction: The

Ongoing Struggles with ‘Wrap’ Arbitration Provisions

Insight

The relevant hyperlink concerning arbitration was “neither spatially nor temporally coupled with the transaction,” the court found.

Unambiguous Terms of Written Contract Trump Claims of Fraudulent Inducement

Insight

A recent Texas Supreme Court opinion provided a definitive answer to the question of whether a party can ignore the written words of a contract that directly contradict what you are being told by your counterparty is the real deal.

The Top Five Ways to Ruin Your Contracts

Insight

Forbes contributor Jack Garson says a company’s contracts can be remendous assets that lock down rights to money, goods and services. But common mistakes can ruin all of that.

CobbleStone Software Releases Contract Management Mastery Blog Series

Insight

CobbleStone Softare, developer of contract management software, announced the “Mastering Contract Management Blog Series.”

Arbitration Award ‘Irrational’ Because It Disregards Contract’s Plain-Text to Reach a Just Result

Insight

The Ninth Circuit has ruled in a contract arbitration case that incorporated multiple Federal Acquisition Regulation clauses that govern the recovery of expenses in the event a contractor is terminated for convenience.