Ex-Winston Lawyer Can’t Be Forced to Arbitrate Job Claims

News

Bloomberg Law is reporting that a former Winston & Strawn LLP intellectual property attorney can litigate—and can’t be forced to arbitrate—her pay, bias, and retaliation claims.

‘Breaking Contracts has Consequences’ – Third Circuit Backs Employer with Restrictive Covenant Agreements

Insight

Employers should be mindful that entering restrictive covenant agreements containing merger clauses may nullify prior restrictive covenant agreements, advises Genova Burns.

Top Five Issues in Leveraging Automation Software in an Outsourcing Transaction Contract

Insight

It is important to document what specific benefits will be realized when leveraging automation software in an outsourcing relationship.

Indemnifying for Negligence Makes a Mess

Insight

You might have to accept fault-triggered indemnities, but avoid them where possible, advises David Tollen of Tech Contracts Academy.

Service Contracts and the Magnuson-Moss Warranty Act

Insight

Although service contracts mirror many of the features of traditional insurance products, most states expressly exclude

them from the statutory definition of insurance, according to an article by two Locke Lord lawyers.

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.

Outsourcing Contracts in the USA

Insight

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

Overbroad Geographic Restriction Dooms Covenant Not to Compete

Insight

The reach of the geographic restriction in the convenant should extend only as far as the employee's geographic activities extend.

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.

Fifth Circuit Suggests Claims

for Make-Whole Amounts Should Be Disallowed

Insight

The decision makes the Fifth Circuit unattractive to unsecured or undersecured lenders asserting claims for make-whole payments and default rate postpetition interest, Jones Day reports.

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?

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.

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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5 Security Best Practices for Contract Management

News

Imagine if a disgruntled employee accessed your contracts and did something malicious with the information. Just think about the potential legal and financial liability. Here are 5 best practices to better protect your contracts.

Seventh Circuit: Class Arbitration is for Courts to Decide, Not Arbitrators

Insight

A post on the Carlton Fields website updates the latest ruling in a class action alleging violation of the Fair Labor Standards Act and breach of contract.

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.

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.

Should Contractually-Provided Severance Pay Decrease as Wealth Accumulation Increases?

Insight

Employment agreements between publicly-traded issuers and their executive officers often contain severance pay provisions that are heavily negotiated at the time of entering into the agreements, explains a post on the website of Hunton Andrews Kurth.

Have You Really Agreed to Arbitrate?

Insight

An appellate court found that the arbitration clause in the

contract did not specify what forum would substitute in place of the jury trial.

Taking the First Step to Digitally Transform Your Legal Department

Insight

Digital transformation continues to be a strategic priority for organizations today. However, a recent study by Gartner revealed 81% of legal departments are not prepared to support their company’s digitization process.