

# Another Reason Not to Use Fixed Price Buy-Sell Agreements

## *Insight*

Fixed price buy-sell agreements in theory offer two main advantages over pricing mechanisms that utilize formulas or appraisals at the time of the trigger event.

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# Negotiating a Labor Contract: Finding the Style that Suits You

## *Insight*

In labor contract negotiations, should you be low key? Should you yell and pound the table?

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# Webinar: Focusing on the Business Processes of Contract Management

*Webinar, Jan. 31, 2019, 1 p.m. ET*

Above the Law and Concord will present a complimentary webinar

titled “The Process of Negotiating: Focusing on the Business Processes of Contract Management for Successful Negotiation.”

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## **Register for ACC Xchange 2019 Mid-Year Meeting for Legal Executives**

*Event, April 28-30, 2019*

ACC has arranged for four curricula addresses in the areas of contracts, leadership, legal operations, and litigation.

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## **Supreme Court Hands Rare Win for Workers in Arbitration Case**

*News*

Under the nearly 100-year-old Federal Arbitration Act, which is generally presumed to favor employers, thousands of truck drivers who are employed as independent contractors cannot be forced into private arbitration.

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# Arbitration Agreements: Tips for Enforceability

## *Insight*

Steven P. Gallagher of Akerman LLP offers some tips on what to do – and not do – when arbitration agreements for new hires.

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## A Quick ‘Yes’ Can Create a Binding Contract, Even If There Has Not Been Agreement on All Terms

### *Insight*

An exchange of emails can form a binding settlement agreement, even if the parties have not agreed to all of the terms of that settlement.

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## Texas Case Offers Three Lessons for Contract Drafters

### *Insight*

The Texas Supreme Court recently heard oral argument on the interpretation of a farmout agreement providing that an assignment could not be made “without the express written

consent,” according to a post on the website of Porter Hedges.

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## **Kavanaugh’s First Opinion Rejects Vague Exception Limiting Enforcement of Arbitration Agreements**

### ***Insight***

The latest U.S. Supreme Court ruling on arbitration agreements will shed no light on the broader question of whether an arbitration agreement governs a particular dispute.

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## **Can You Be Forced to Sign This Contract Modification?**

### ***Insight***

If the contractor did not sign off on the required contract modifications, the Postal Service’s email threatened contract termination.

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# General Counsel Named in Corruption Probe Subpoenas Resigns

## *News*

Emily McNeeley was placed on unpaid leave in April after corruption investigators repeatedly named her, and her boss in subpoenas served on the county.

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# Syngenta MDL Judge Tears Up Lawyers' Contingency Contracts in \$500 Million Fee Ruling

## *News*

A U.S. district judge has set aside individual contingency fee contracts that some plaintiffs' lawyers had in place for clients in a multidistrict litigation, according to a Reuters report.

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## When a Promise Isn't Enough –

# Crafting Proper Employee Patent Assignments

## *Insight*

Unless employee patent assignments are drafted with care, manufacturers will find themselves in the unenviable position of not owning patent rights to their employees' work, warns Foley & Lardner.

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# Enforcing a Non-Compete Agreement? One Size Does Not Fit All

## *Insight*

There is no one-size-fits-all non-compete agreement, and the enforceability of a non-compete agreement turns upon the state law under which it is construed, points out a blog post from Knobbe Martens.

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# A Guide to Outsourcing Contractual Relations

## *Insight*

The guide covers contract forms, due diligence, duration and renewal, supplier selection, service specifications, charging

methods, warranties and indemnities, and ending the agreement.

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## **Parties Must Proceed to Arbitration Despite Unavailability of Arbitration Forum Specifically Named in the Contract**

### ***News***

An Ohio appellate court has addressed an issue that arose when an arbitrator specified in a contract is no longer available.

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## **Jordan, Lynch & Cancienne Wins Take-Nothing Decisions in Texas, Louisiana**

### ***News***

Trial lawyers with Jordan, Lynch & Cancienne PLLC scored big defense wins recently for two separate clients, securing a quick summary judgment for The Dow Chemical Company in Texas and prevailing in a jury trial for Union Carbide Corporation in New Orleans.

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# **Fifth Circuit Reminds Buyers to Beware of Buying ‘Deemed Rejected’ Contracts**

## ***Insight***

Squire Patton Boggs warns that a recent decision by the Fifth Circuit Court of Appeals in *In re Provider Meds, L.L.C.* is a stark reminder to chapter 7 trustees that they have an affirmative obligation to examine a debtor’s assets.

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# **Court Rules Law Firm’s Arbitration Provision Unconscionable**

## ***Insight***

In the case, a litigator who had been employed at Winston & Strawn sued the firm, asserting claims of discrimination, retaliation and wrongful termination.

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# Drafting Big, Complex Statements of Work

## *Insight*

The most effective statements of work will focus on the outcome – on specifications for the technology to be built or run – and minimize restrictions on *how*, writes David W. Tollen.