Supreme Court Holds Unaccepted Offers for Full Relief Do Not Moot Class Actions

Analysis

A defendant cannot moot a putative class action by merely offering full relief to the named plaintiff on his or her individual claims.

Choose Words Carefully in Dispute-Related Contract Clauses

Article

A couple of words here or there in a contract can make a huge difference, particularly when those words relate to what happens if there is a breach or some other dispute between the parties, writes Shep Davidson.

Termination Clause in

Contingent Fee Contract Is Invalid

NEWS

A Pennsylvania court has ruled that a fired contingent fee attorney can’t enforce a provision in his fee agreement requiring a client to pay the lawyer 20 percent of his eventual recovery if the client changes counsel.

Corporate Divorce Series: Do Fraudulent Credentials Annul Employment Contracts?

Article

The key to having a court grant an annulment and permitting the employer to avoid any contractual promises made to the employee based on the fabricated credentials is that the criteria at issue be material to the employer.

How Your Purchasing Process is Costing You More Than You

Think

Article

ContractRoom has published a discussion of the use of predictive agreement in the purchasing or procurement process.

E-Sign is Not Enough: Reduce Legal and Compliance Risk – White Paper

White Paper

Businesses of all sizes are moving their customer transactions to the web. As the adoption of electronic signature technology grows, so does the number of e-signature solutions in the market,

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Major Contract Settlements & Negotiations – December 2015

Article

Winston & Strawn has compiled a list of more than 20 major news developments involving contract settlements and ongoing contract negotiation during the final month of 2015.

Tips for Avoiding Pitfalls in Technology Contracts

Article

The recent problems experienced by Finish Line should be instructive to all users and providers of technology products and services, according to a report posted by FisherBroyles LLP.

Remedies for the Rogue Arbitrator

White Paper

Most arbitrations run smoothly, the paper says, but "arbitrators should be ready for the exceptional case, which can be occasioned by another arbitrator or counsel.

Contractual Choice of Governing Law and Statutes of

Limitations

Article

The law you choose to govern your contract may not be the law that governs the applicable statute of limitations for claims arising under or related to that contract, writes Glenn West of Weil, Gotshal & Manges.

The Case for Automating Statements of Work

Article

While Statements of Work (SOWs) have been, and will continue to be a major part of the professional services framework, they can sometimes be a major barrier to properly scoping, estimating, completing, or even performing the work correctly, reports ContractRoom.

CFPB Proposes Banning Use of Pre-Dispute Arbitration Agreements in Consumer Class Actions

Article

The Consumer Financial Protection Bureau has proposed

prohibiting application of pre-dispute arbitration agreements to class litigation involving certain consumer financial products, according to a report published by Carlton Fields on its website.

Drafting to Protect Your IP Rights in Licensor's Bankruptcy

Article

Congress gave licensees protection against losing their IP rights in this situation when it enacted section 365(n) of the Bankruptcy Code.

CIO's Guide to Creating Sound Software Contracts

Article

It's important to start the procurement process by outlining the desired features of a software system in a requirements document.

Artful Pleading Fails to Circumvent Contractual Liability Exclusion

Article

D&O policies are not intended to insure contracts entered into by insureds: that is why D&O policies routinely contain contractual liability exclusions.

CobbleStone Systems Releases Enhanced Docusign Integration

NEWS

The latest version of Contract Insight Enterprise allows Docusign users to access additional DocuSign functionality within Contract Insight and provides a new interface for managing documents within DocuSign.

The 3 Rules of Contract Drafting

Article

One of the rules concerns the importance of simplicity, to avoid writing that can lead to confusion, litigation, and results contrary to the purpose of a contract.

Be Careful When You Decide to Breach a Contract

Article

A recent case from the Massachusetts Superior Court presents a stark reminder that whether conduct is viewed as a “mere breach” or part of a deceptive or unfair course of conduct can be in the eye of the beholder

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Non-Disclosure Agreement Enforceable Although Unlimited in Time and Area

Article

A nondisclosure covenant that prohibits the use or disclosure of narrowly tailored and carefully defined “confidential information” may be enforceable.

Duty to Negotiate in Good

Faith: Much Ado About Nothing?

Article

A recent ruling is a noteworthy development in the law of contracts and a caveat for practitioners and their business clients.