

Forum Selection Clause Gone Wrong, and Indemnification Woes

Lewitt Hackman discusses two recent cases concerning franchise agreements, one involving a forum selection clause and the other covering indemnification.

Inn the first case: “A California Court of Appeal held that courts should not enforce forum selection clauses in contracts that also contain a jury waiver. For franchisors that have California franchisees, this ruling could complicate the ability to litigate claims in their chosen forum.”

And in the second case, a federal appellate court held that a franchisee must indemnify a franchisor for its litigation defense costs, vacating a district court’s order of summary judgment for the franchisee.

Read the article.