

Don't Risk Having an Equivocal Forum Selection Clause

The language in a forum selection clause is critical if you want to ensure that potential litigation takes place on your "home court," writes **Shep Davidson** in the Burns Levinson **In-House Advisor** blog.

"Indeed, as the defendants in *Genis v. Campbell* recently learned, having a less than all-encompassing and precise forum selection clause can lead to unintended results," he writes.

Defendants in that suit tried to invoke a forum selection clause in a license agreement and in an employment agreement that would have kept the litigation in Ohio, but the plaintiff prevailed in having the case processed in Massachusetts. The Superior Court found that the suit seeks redress for alleged misappropriation of intellectual property, not covered by the two agreements.

Read the article.