An Extreme Case of Petitioner’s Remorse

InsightsMany business divorce practitioners are familiar with a phenomenon one might call ‘petitioner’s remorse’ – an often abrupt abandonment of one’s desire to dissolve a closely-held business entity when the opposing party unexpectedly declines to oppose or consents to dissolution.

One Size Doesn’t Fit All – Non-Compete Unreasonable and Void

InsightsHere is a useful reminder of some factors to take into account when drafting or seeking to enforce covenants to minimize the risk that they will be found to be unenforceable.

A Lawyer’s Guide to Enterprise Telecommunications Services Agreements

InsightsWhile each carrier’s standard agreement is different, these agreements have three core components.

Employment Law Trends and Issues to Watch in 2021

InsightsWith 2020 quickly coming to an end after an unforgettable and unprecedented amount of events, we are ready to look at what changes we expect to take place in 2021.

Consignment Agreement … How You Can Lose Your Goods in a Retail Bankruptcy

InsightsThere are a number of steps a seller must take to protect its interests in consigned goods under the UCC.

Completion of Construction Did Not Render Suit for Violation of Public Bidding

Laws Moot

InsightsA claim that a contract for construction of a school violated public bidding requirements did not become moot after construction was completed because effective relief – in the form of disgorgement of public funds paid to the contractor – was still available in plaintiff's taxpayer action.

Written Change Order Requirements in Construction Contracts May be Waived

InsightsA frequent topic of dispute in litigation involving construction projects is whether a subcontractor is entitled to payment for work it performs outside its contractual scope of work—often referred to as 'extra work' or 'change order work'—without obtaining a signed written change order to perform the work.

Netflix Sued by Activision for Poaching CFO

InsightsNetflix is facing another executive poaching lawsuit, this time from gaming giant Activision Blizzard over the departure of CFO Spencer Neumann.

Unexpected Side Effect: Breach of Contract Claims Related to COVID-19 Commissions

InsightsNow in its 29th week, the Barnes & Thornburg Wage & Hour Practice Group’s COVID-19 related workplace litigation tracker has now analyzed 605 complaints filed across the United States, in 12 different categories.

Agreed to a Data Processing Addendum that Complied with the CCPA? Will a New Addendum Be Needed?

InsightsTo the extent that a service provider agreement, or a data processing addendum, already prohibits a service provider from ‘disclosing’ personal information for ‘any purpose’ other than what is specified in the agreement, and the agreement does not specify that the service provider can sell or share information for targeted advertising, it’s not clear that the agreement would need to be amended to specifically state that in addition to not disclosing personal information the service provider may not sell or share it (as selling or sharing would

be a form of disclosure).

Coronavirus/COVID-19 Pandemic: Impact on Commercial Contracts

InsightsIn cases where the COVID-19 virus or government measures have interfered with commercial contracts, it is necessary to carefully analyze the state of affairs to determine the appropriate remedy.

Another Real Estate Contract Succumbs to Inadequate Property Description

InsightsThis post details what is required for a sufficient legal description.

If You Want A Right to Appeal an Arbitration Award, Build it Into Your Arbitration Agreement

InsightsMany people opt for binding arbitration because it is supposedly faster and cheaper, and binding – thus final.

Expect Careful Scrutiny of Contractually Shortened Statutes of Limitations

InsightsThe statutes of limitations set forth in the CPLR are default rules, and parties generally are free to modify default rules by agreement.

Sweeping New Automatic Renewal Law to Take Effect in New York in February 2021

InsightsConsumers have come to expect – indeed, to welcome – automatically renewing contracts.

The COVID-19 Pandemic and Commercial Contracts

InsightsIn cases where the COVID-19 pandemic or government measures disrupt commercial contracts, it is necessary to carefully analyze the state of affairs to determine the appropriate remedy.

Think Twice About Using an Arbitration Clause in Your Contracts

InsightsOne reason some businesses include an arbitration clause in their contracts is their belief that by removing a party’s right to sue and forcing that party to initiate costly arbitration, you will deter that party from pursuing claims against you.

Enforcing a Contract to

Create a Will is Complex

InsightsA last will and testament must be the consequence of a person’s free will. Nevertheless, a person may execute a contract during life to include certain terms and/or beneficiaries in their will in exchange for goods or services.

What Businesses Need to Know About the New California Privacy Rights Act of 2020

InsightsMany races and initiatives that California voters considered on November 3 are still undecided, but Proposition 24, the California Privacy Rights Act of 2020 (the ‘CPRA’) isn’t one of them.

If You Want an Enforceable Online Contract, You Better Keep a Good Chain of Evidence

InsightsEventbrite wanted to send a lawsuit to arbitration, so it invoked the arbitration clause in its TOS. But did the plaintiffs assent to Eventbrite’s TOS? The court says no.