Sixth Circuit: Under Contract Law, Whirlpool Not Obligated to Provide Lifetime Retiree Healthcare Benefits

Insight

The court found that the CBAs covering the retirees lacked clear, affirmative language that Whirlpool had an obligation to fund their health benefits after the expiration of the agreements' general durational clause.

What *Mission Products Holdings v. Tempnology* May (Or May Not) Mean For Trademark Licenses In Bankruptcy

Insight

Tom Kulik of Dallas-based Scheef & Stone discusses what happens when a bankruptcy debtor exercises its statutory right to reject a contract.

7th Cir. Holds Mere Need for Extrinsic Evidence to Interpret Ambiguous Contract May Not Be Enough to Avoid Class Cert

Insight

The Seventh Circuit held that merely requiring extrinsic evidence to interpret a provision of a form contract does not render class certification improper, and that absent a more thorough explanation of its reasoning from the trial court, it could not uphold the trial court's ruling decertifying the class.

Do Indemnity Obligations Cover First-Party Claims, Or Only Third-Party Claims?

Insight

The Supreme Court of Texas is considering whether to grant a petition for review to establish whether an indemnity provision covers only third-party claims, not first-party claims, unless the provision unequivocally states otherwise, writes D.C. Toedt III in the On Contracts blog.

Are Contractor Agreements Not Worth the Paper They’re Printed On?

Insight

A recent ruling in an Alabama federal court illustrates how having a valid independent contractor agreement is not necessarily an impenetrable magic shield automatically rendering misclassification claims null and void, according to Fisher Phillips’ Gig Employer Blog.

The Art of Holding Harmless: Indemnification Provisions in Supply Agreements and How They Differ from Warranty

Insight

An indemnity is a powerful risk allocation tool that deserves careful attention and a critical eye, both in terms of subject matter and administration, according to Foley & Lardner’s Manufacturing Industry Advisor.

How Parties' Intentions Affect Contract Processes in Paper, Electronic and Smart Contracts

Insight

Developing skills that get the best representation of your intentions into an agreement can yield long-term benefits, writes Jesse P. Elison of Fox Rothschild.

'Just What Was Needed': Another Way to Waive a Right to Arbitrate

Insight

At least two New York State trial courts found that an unexcused default in responding to a summons and complaint can be deemed a waiver of a contractual right to arbitrate, according to Mintz, Levin.

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12 Things to Consider When

Negotiating a Construction Demolition Contract

Insight

A client alert from Neal, Gerber & Eisenberg offers some advice on negotiating a demolition contract.

Where Did We Go Wrong? Planning for Issues in Employment Agreements

Insight

When drafting executive agreements, it is easy to focus almost exclusively on benefits and wages, the popular areas, without properly addressing some of the legal concerns that have grown over the last several years, according to Davis, Brown, Koehn, Shors & Roberts.

Contracting to Avoid Tort-Based Punitive Damages Awards

Insight

Damages for breach of contract are normally constrained by common-law rules designed to compensate the non-breaching party for the nonperformance of the breaching party, rather

than to punish the breaching party.

International Contracts and Why What You Think ‘Can’t Hurt’ Usually Does Hurt

Insight

Dan Harris explains the potential drawbacks of using some standard boilerplate clauses in contracts outside common law countries.

Turbulence on Breach of Employment Agreement, Trade Secret Misappropriation

Insight

The Fourth Circuit found that the ex-employee had not breached the non-compete clause because his role at his new employer was not sufficiently similar to constitute a breach.

A Guide to Joint Development and Collaboration Agreements

Insight

Protecting intellectual property is a challenge, especially when entering into a joint development agreement, warns Hogan Lovells.

Ex-Winston Lawyer Can’t Be Forced to Arbitrate Job Claims

News

Bloomberg Law is reporting that a former Winston & Strawn LLP intellectual property attorney can litigate—and can’t be forced to arbitrate—her pay, bias, and retaliation claims.

‘Breaking Contracts has Consequences’ – Third Circuit Backs Employer with

Restrictive Covenant Agreements

Insight

Employers should be mindful that entering restrictive covenant agreements containing merger clauses may nullify prior restrictive covenant agreements, advises Genova Burns.

Top Five Issues in Leveraging Automation Software in an Outsourcing Transaction Contract

Insight

It is important to document what specific benefits will be realized when leveraging automation software in an outsourcing relationship.

Indemnifying for Negligence Makes a Mess

Insight

You might have to accept fault-triggered indemnities, but avoid them where possible, advises David Tollen of Tech

Contracts Academy.

Service Contracts and the Magnuson-Moss Warranty Act

Insight

Although service contracts mirror many of the features of traditional insurance products, most states expressly exclude them from the statutory definition of insurance, according to an article by two Locke Lord lawyers.

Limiting Exposure With a Limitation of Liability Clause

News

Where sophisticated parties have bargained for a limitation of liability clause in an arms-length transaction, courts are likely going to enforce that clause to limit the damages that may be recovered.