Syngenta MDL Judge Tears Up Lawyers' Contingency Contracts in $500 Million Fee Ruling

News

A U.S. district judge has set aside individual contingency fee contracts that some plaintiffs' lawyers had in place for clients in a multidistrict litigation, according to a Reuters report.

When a Promise Isn't Enough – Crafting Proper Employee Patent Assignments

Insight

Unless employee patent assignments are drafted with care, manufacturers will find themselves in the unenviable position of not owning patent rights to their employees' work, warns Foley & Lardner.

Enforcing a Non-Compete Agreement? One Size Does Not Fit All

Insight

There is no one-size-fits-all non-compete agreement, and the enforceability of a non-compete agreement turns upon the state law under which it is construed, points out a blog post from Knobbe Martens.

A Guide to Outsourcing Contractual Relations

Insight

The guide covers contract forms, due diligence, duration and renewal, supplier selection, service specifications, charging methods, warranties and indemnities, and ending the agreement.

Parties Must Proceed to Arbitration Despite Unavailability of Arbitration

Forum Specifically Named in the Contract

News

An Ohio appellate court has addressed an issue that arose when an arbitrator specified in a contract is no longer available.

Fifth Circuit Reminds Buyers to Beware of Buying ‘Deemed Rejected’ Contracts

Insight

Squire Patton Boggs warns that a recent decision by the Fifth Circuit Court of Appeals in In re Provider Meds, L.L.C. is a stark reminder to chapter 7 trustees that they have an affirmative obligation to examine a debtor’s assets.

Court Rules Law Firm’s Arbitration Provision Unconscionable

Insight

In the case, a litigator who had been employed at Winston & Strawn sued the firm, asserting claims of discrimination,

retaliation and wrongful termination.

Drafting Big, Complex Statements of Work

Insight

The most effective statements of work will focus on the outcome – on specifications for the technology to be built or run – and minimize restrictions on *how*, writes David W. Tollen.

5th Circuit: Company in Class Action Waived Right to Arbitrate Because of Litigation Conduct

Insight

Standards for determining when a party waives its right to arbitrate through participation in litigation have never been uniform among the circuits or easily applied writes John Lewis in BakerHostetler's Employment Class Action Blog.

‘Retaliatory Amendment’ of an LLC Operating Agreement

Insight

Author Kevin Brodehl discusses a recent opinion from the Supreme Court of New York that illustrates how the process of amending an LLC’s operating agreement can sometimes be used to gain the upper hand in a dispute between members.

China Employment Contract FAQs

Insight

The end of the year brings an onslaught of China Employer Audits, and with those audits comes an onslaught of China employment law questions, writes Grace Yang in the Harris Bricken China Law Blog.

Contract ‘Busts’: Trying to Decipher Provisions That Literally Make No Sense

Insight

In an *ABA Journal* column, Bryan Garner explores the curiosity of “busts”—the prevalence of contractual provisions, sometimes

perpetuated in deal after deal, that make no literal sense at all.

Supply Chain News: Getting Outsourcing Contracts Right

Insight

When contracting with outsourcing firms, there is often a lot of dissatisfaction with the outcomes, says Kate Vitasek, a consultant and University of Tennessee faculty member.

Texas High Court Invokes the Discovery Rule

News

The Texas Supreme Court has held that the discovery rule delayed the running of the statute of limitations on behalf of the holder of a recorded right of first refusal to purchase mineral interests, reports the Energy & the Law blog of Gray Reed & McGraw.

Solving the Mystery of Contracting By Hyperlink

Insight

Courts are developing an increasingly consistent view of what is required to successfully incorporate contract terms by reference using hyperlinks, according to Troutman Sanders.

Morgan Lewis: Royalty Refresh (Part 1)

Insight

The first in a series of posts on royalty calculation and payment from Morgan, Lewis & Bockius focuses on issues related to defining the relevant scope of royalty calculations in an agreement.

Guidelines for GDPR Compliance in Third-Party Contracts

Insight

A company an take some steps to fulfill its obligations in contracts with third parties and mitigate risks regarding third parties' data misuse under the GDPR.

When are Unilateral Termination Rights in a Commercial Lease Enforceable?

Insight

When drafting unilateral termination provisions that require minimal conditions to their being triggered, one should be cognizant that some condition or burden must be placed on the terminating party so as not to void the entire agreement.

‘An’ Versus ‘Any’: When One Word Makes a Profound Difference in an Insurance Contract

Insight

The words “the,” “an” and “any” have been assigned significant importance in the case law, and are also at issue in cases examining other liability exclusions, according to Jones, Skelton & Hochuli.

Contract Review Tips for Long-Term Care Facilities

Insight

A long-term care facility can execute contracts with many different vendors including food product and service vendors, laundry and linen providers, IT companies, and others, points out a post from Poyner Spruill.