State Limitations on Arbitration with Class Action Waivers Again Before Supreme Court

NEWS

The latest of a line of recent cases in which the U.S. Supreme Court has weighed the enforceability of class action waivers in arbitration agreements was before the court on Oct. 6.

Bitcoin in Business: Smart Contracts

Article

Businesses can create and complete contracts that are stored on the public ledger permanently.

Antique Insurance Requirements Can Torpedo Your Contract

Article

The tendency to keep once-useful pieces in a contract can

result having the equivalent of the human appendix: a piece no longer of any positive use and that harbors the potential for harm.

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11 Things You Can Control in the Contract Management Process

White Paper

Serious consequences typically arise from lack of oversight during the negotiation phase or mismanagement of contract commitments after execution.

Be Careful Who You Contract With And Who You Don’t – Non-Party Not Bound

White Paper

A 7th U.S. Circuit Court of Appeals ruling in Northbound Group, Inc. v. Norvax, Inc. indicates that courts will not add parties to a contract after the contract has been negotiated, writes Stephen M. Proctor, a principal in Masuda Funai Eifert & Mitchell Ltd.

Planning and Protecting Your Projects Through International Contracts – Beyond the Boilerplate

EVENT, Oct. 29, 7:30 a.m. CDT

BakerHostetler will present the first program in a series of in-depth presentations and discussions that explore key legal and commercial issues unique to international contracts. It will include an in-person event and a webinar.

Clear Contractual Terms Prevail Over Equitable Principles in Bankruptcy Cases (Again)

White Paper

Especially where contract parties are sophisticated, courts give weight to the fact that each provision in the contract was likely heavily negotiated and that each word was chosen for a specific purpose.

The Trend Towards Liability Waivers in Design and Construction

White Paper

General contractors and architects need to be on guard against sub-tier liability waivers often lurking in the fine print or at the end of lengthy proposals.