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6 Key Takeaways | Cross Border Litigation - United States & Mexico: Analysis of Jurisdiction and Choice of Forum Clauses

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6 KEY TAKEAWAYS

Cross Border Litigation – United States & Mexico: Analysis of Jurisdiction and Choice of Forum Clauses

[Evan Nadel](#), a partner at [Kilpatrick Townsend](#), recently joined [Juan Luis Blanco Montoya](#), a partner at [Müggenburg, Gorches y Peñalosa](#), to present a webinar addressing “Cross Border Litigation – United States & Mexico: Analysis of Jurisdiction and Choice of Forum Clauses.”

Mr. Nadel’s key takeaways from the discussion include:

1

Parties to cross-border transactions and agreements can select the forum and governing law for any disputes if they insert contract provisions that comply with the applicable law.

For New York law, parties to a transaction that has no connection to New York can still have an enforceable New York choice of law clause if the amount of the transaction exceeds a certain threshold.

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Once parties have a valid and enforceable New York choice of law provision, they can craft an enforceable New York choice of venue provision and include the parties’ consent to personal jurisdiction.

California courts apply different tests and public policy interests such that parties should seriously consider arbitration as an alternative when a party or transaction involves California.

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Like the United States, Mexico has federal and local courts with jurisdiction over different types of disputes. Those courts apply tests similar to those under New York law for the selection of forum and applicable law.

Careful planning and drafting can ensure enforceable contract provisions for choice of forum and law

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