MARCH 15, 2022 Written by Richard J. Keshian, Chad D. Hansen and G. William Joyner III

KILPATRICK TOWNSEND

3 KEY TAKEAWAYS

Drafting & Navigating Dispute Resolution Clauses: Practical Tips & War Stories

Kilpatrick Townsend Partners Rich Keshian, Chad Hansen, and Will Joyner recently participated on a panel at the firm's 2022 Small Legal Department Client Summit. They discussed "Drafting & Navigating Dispute Resolution Clauses: Practical Tips & War Stories."

Key takeaways from the discussion include:

1 Courts and litigants are increasingly using Alternative Dispute Resolution (ADR) procedures, rather than jury trials, to resolve disputes. It is essential that litigation counsel consider the use of mediation, arbitration, summary jury trial and related procedures in order to determine the most effective and efficient means of resolving disputes for their client.

2 Arbitration clauses in business contracts, or agreements between disputants in a controversy should be considered if any of the following attributes are desired by your client: time and cost, flexibility, simplified and relaxed rules of evidence and procedure, expertise of the fact finder, privacy, enforceability, control and finality.

3 Arbitration Clauses in contracts should invoke the rules of American Arbitration Association, Judicial Arbitration and Mediation Services or another reputable ADR administrator. Such a clause will allow for clarity about the arbitrability of the dispute, will be self-enforcing, will have a set of rules and procedures, provides for selection of a specialized, impartial panel, settles disputes over locale of proceedings, gives the arbitrator the power to decide matters equitably and provides for enforcement of the award.

For more information, please contact:
Rich Keshian: rkeshian@kilpatricktownsend.com
Chad Hansen: chansen@kilapatricktownsend.com
Will Joyner: wjoyner@kilpatricktownsend.com

www.kilpatricktownsend.com

Related People



Chad D. Hansen
t 336.607.7308
chadhansen@ktslaw.com



G. William Joyner III
t 336.607.7342
wjoyner@ktslaw.com



Richard J. Keshian
t 336.607.7322
rkeshian@ktslaw.com