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BLOGS

Jury Demand and Waiver

Eastern District of Missouri Enforces Provisions Waiving the Right to a Jury Trial, Punitive Damages, and Lost Future Profits

In *Dunkin' Donuts Franchising, LLC, v. SAI Food and Hospitality, LLC*, 2013 U.S. Dist. LEXIS 359472 (E.D. Mo. Mar. 15, 2013), the United States District Court for the Eastern District of Missouri granted Dunkin's motion to strike the franchisees' jury demand, and their request for punitive damages and lost profits. Gray Plant Mooty represents the franchisor in this case. The court enforced the mutual jury trial waiver contained in the parties' contracts on the basis that it was unambiguous and conspicuous. In addition, the court noted that the franchisees were experienced business people, there were no allegations of fraud, and the franchisees had the assistance of counsel in their contractual dealings.

The court also enforced franchise agreement provisions waiving punitive damages and lost future profits. Because such damages are not fundamental rights, they can be waived in commercial contracts, particularly where the waiver provisions are mutual. Accordingly, the court granted Dunkin's motion to strike the claim for damages.

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