



The Franchise Lawyer

American Bar Association • Forum on Franchising

Vol. 12 No. 2 | Spring 2009

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THE FRANCHISE LAWYER

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Message from the Chair Even In A Bad Recession, Some Things Are Worth Paying For

By Edward Wood Dunham

Forum Chair

Perhaps the greatest source of anxiety in the current economic downturn is that no one really knows how long it will take, or how much worse it will get, before the recovery begins. This anxiety afflicts everyone and makes financial planning, short or long-term, extraordinarily difficult, for businesses and individuals alike. At most law firms and corporate law departments, the efforts to weather this storm have included unprecedented scrutiny of all expenses, and widespread cuts in discretionary spending. These new constraints extend, of course, to the costs of attending continuing legal education programs and other seminars.

I am well aware that many franchisors can't expand their systems, because even unquestionably creditworthy franchisees can't get financing, and that many highly successful law firms have been forced to lay-off significant percentages of their associates. Under these circumstances, it may seem a fool's errand to advocate spending money to take three days out of your busy life and travel to a foreign country, just so you can hang out with hundreds of other lawyers from the U.S. and around the world. But that is my mission with this message. The 32nd Annual Forum on Franchising will take place October 14-16, 2009 in Toronto. The program, entitled *The Architecture of Franchise Law: Engineering Excellence*, will be terrific. My personal favorites include the Wednesday Intensive Program *MBA Concepts for Business Lawyers*, and the plenary presentation by Greg Nathan, an innovative thinker and fascinating speaker about improving franchise relationships. Every franchise lawyer I know would benefit from attending each of these programs, and Larry and Kerry have designed a rich variety of other programs with much to offer — to inside and outside counsel, to business lawyers and litigators, to American and Canadian practitioners and those from other countries, regardless of whether you represent franchisors, franchisees, or some of each. All of this and Toronto, too — a wonderful, cosmopolitan city, with lots to see and do, great restaurants, and an exchange rate for the Canadian dollar very favorable to American visitors (currently about 78 cents U.S.).

Bad as the economy is, the law affecting franchising does not stand still, and the need to stay current with

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legal developments, and with the personal relationships that are so often critical to getting deals done and litigating cases in a sensible way, never goes away. For franchise lawyers, there is no way to achieve these crucial goals remotely comparable in substantive content or networking opportunities to the Forum's Annual Meeting. Plus (here's the clincher for the person or committee that must approve your request to attend) — we're a bargain! Early bird registration for the main program is only US\$825. The Wednesday Intensives each cost just US\$345. Rooms at The Westin Harbour Castle are only CAN\$250 per night (US\$193 at today's exchange rate). And Toronto is easy to reach by plane, with direct flights from most places, at reasonable fares, especially if you book your flights soon.

This tough economy requires every one to make lots of tough choices. If you choose to join us in Toronto, I am confident that neither you nor your firm or company will have cause to regret the decision.

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Governing Committee Begins Process for Expansion

By Ron Gardner
Forum Chair-Elect

Recently, the Forum's Governing Committee approved a proposed change to its By-Laws that will expand the number of at-large positions on the Committee from nine to twelve. The reason for the proposed expansion is the increasing demands being placed on Governing Committee members, particularly when they are asked to serve as Program Chairs of our Annual Meeting.

Through 2000, the Annual Program was planned by a single Program Chair. Beginning in 2001, however, with the exception of 2004, there have been two Program Chairs appointed each year. This change occurred because the average Program Chair spends between 400 and 600 hours per year preparing and planning for our Annual Meeting in October — a task that was simply becoming too large for most of the busy lawyers on our volunteer board. With two Governing Committee members per year as Program Chairs, and the average turnover per year on the Governing Committee somewhere between one and two members (with renewals for some, but not all Governing Committee members for a second term), we have reached the point where it is necessary for us to expand the size of the Governing Committee in order to have a pool of qualified candidates to act as Program Chairs in the future.

Accordingly, in January, the Governing Committee unanimously passed a resolution seeking to amend its By-Laws to effect this change. We will put this proposal to a vote of the Forum members in attendance at our meeting this October in Toronto, and if the vote is favorable, we will then submit the proposal to the ABA Board of Governors for final approval. Assuming the By-Law change is adopted, the Nominating Committee of 2010 will be charged with nominating two additional members of the Governing Committee, with the third new member being added with the nominating cycle in 2011.

If you have any questions or concerns about this, please feel free to give Chair-Elect Ron Gardner a call at 612-359-3501, or simply email him at rkgardner@dadygarner.com.

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Board Certification of Franchise and Distribution Law



Specialist: An Idea Whose Time has Come

By Peter C. Lagarias and Robin Day Glenn



In October 2008, California became the first state in the U.S. to certify specialists in franchise and distribution law. Other states, particularly larger ones, may follow suit. Ultimately, however, a national certification program should be considered.

Specialist certification programs serve the dual purposes of protecting consumers of legal services and encouraging legal education in specified areas of law. Continuing Legal Education providers are more willing to offer advanced programs in specialty areas because attendance is assured. Since the 1970s, the Board of Legal Specialization of the State Bar of California (BLS) has administered the California program. Only a member of the California bar who has demonstrated proficiency and experience in the designated field of law may describe himself or herself as a “certified specialist.” Cal. Rule of Prof. Conduct 1-400(D)(6). Initially, certification programs included criminal law, taxation law and worker’s compensation law. These were followed by family law (1979), immigration and naturalization law (1986), estate planning, trust and probate law (1988), bankruptcy law (1993) and appellate law (1995).

The proponents of a specialty certification program for franchise and distribution law overcame the State Bar’s traditional belief that only broad areas of practice could support widely accepted certification programs. After several years of advocacy by leading members of California’s franchise bar, franchise and distribution law became the first new specialty to be added to California’s list of programs in more than ten years. Encouraged by this success, other groups followed suit and specialties in admiralty law and the law of legal malpractice were added in December 2008.

Arizona, Florida, Louisiana, Minnesota, New Jersey, New Mexico, North Carolina, Ohio, South Carolina, Tennessee and Texas also have programs that certify legal specialists and also accredit certification programs operated by private organizations. Alabama, Idaho, Indiana, Maine, Minnesota, Ohio, Pennsylvania and Tennessee have plans for accreditation of private certifiers. The ABA has accredited programs operated by the American Board of Certification (bankruptcy), American Board of Professional Liability Attorneys, National Association of Counsel for Children, National Association of Estate Planners & Councils, National Board of Legal Specialty Certification (formerly the National Board of Trial Advocacy), National College for DUI Defense, Inc. and National Elder Law Foundation. Many states have adopted these accreditations. California is the only state that certifies specialists in franchise and distribution law.

Franchise and distribution law is particularly suitable for a specialization program. It is a rare combination of disparate legal fields, including contract and tort law, unfair and deceptive business practices law, trademark law, antitrust law, criminal law, administrative law and licensing law. Because franchise and distribution law contains a plethora of federal and state regulations, difficult contract questions, prototypical business relationships, complex litigation issues and a body of franchise-related precedent, the ability to identify competent counsel is especially important. Certification helps to distinguish attorneys who have reached a certain level of competency.

The process of developing and administering a certification program in franchise and distribution law was a multi-year process involving many distinguished members of the franchise bar in California. These volunteers contributed significant time and knowledge, initially as proponents and developers of the specialization program and later as members of the BLS Advisory Commission on Franchise and Distribution Law (“FDLAC”) or exam pre-testers. Throughout the development process, the Board of Legal Specialization provided commission members with feedback as the group developed standards and specifications and drafted the initial exam. BLS and its members were amazed at the speed and dedication employed by

FDLAC to accomplish these major tasks. FDLAC members attributed the swift results to the unusual collegiality of the franchise bar in California.

Currently two methods exist for an attorney in California to become a board certified franchise specialist. First, an attorney seeking board certification may demonstrate substantial proficiency by passing a day-long examination with both multiple choice and essay questions. Once the attorney has passed the exam, he or she must complete a detailed application certifying that he or she has devoted at least 25% of his or her time to franchise issues during the past five years and listing the accomplishment of specific tasks to demonstrate experience and proficiency in various aspects of franchise law. The attorney must further verify the completion of at least 45 hours of specialty-approved continuing legal education requirements. Finally, each applicant must provide the names and addresses of three California lawyers or judges who are familiar with the applicant's legal work in the specialty area and who can provide information on the applicant's degree of competence in the specialty area and adherence to applicable ethical standards. These references may not be current co-workers or clients of the applicant. In turn, each of the references will be asked to provide names of additional lawyers who also have information about the applicant, thus providing peer review to the advisory commission. If responses from peers are negative or ambiguous, the specialty commission may conduct an independent investigation and interview the applicant to help resolve issues.

The second method for certification, available only until August 2009, is for attorneys who can establish that they have an even higher level of experience and continuing legal education in franchise and distribution law than that required of other applicants. These attorneys may obtain certification without taking the exam, but must complete all other portions of the application process and undergo peer review. This grandfathering provision was added to allow certification of the lawyers who helped write the first examination or who served as pre-testers. In addition the second avenue will also "prime the pump" by creating a larger initial pool of specialists.

To maintain certification, once granted, all specialists are subject to an on-going CLE requirement 60 hours of specialized CLE every five years. They must also attest that they have completed a task requirement during the prior five years that is substantially similar to that required of new applicants and undergo peer review.

FDLAC, composed of attorneys who are well-recognized in franchising and one public member who is also well-respected in the field, is charged with writing the certification examination, which is revised and administered every two years, reviewing applications and evaluating the peer review. Before crafting the first exam, FDLAC members were educated in exam-writing technique by the trainer who works with drafters of California's bar exam. The overall objective was to fashion a test that would be passed by a competent attorney who devotes 25% of his or her professional time to the practice of franchise and distribution law but which likely would not be passed by someone who is just guessing. The biggest hurdle that members of FDLAC faced in writing the first exam was the difficulty of crafting questions that could be answered by both transactional attorneys and litigators. FDLAC members worked collaboratively, with a great deal of discussion and negotiation, to meet this challenge.

After the exam was administered, FDLAC members met to calibrate the standards by which they would grade the essay questions. When the results were later analyzed by the State Bar psychometrician, commission members learned that FDLAC's exam questions, on the average, were scored higher by the psychometrician than those written by commissions in more established specialties. A high psychometrician score means that individuals who answered the question correctly also scored high on the exam as a whole and that therefore the question is a good indicator of an applicant's competence in the specialty area.

One concern regarding a specialization program is that the program may become captive to a small group using certification to exclude those with differing perspectives or types of practice from certification. California

addresses this concern by setting three-year term limits on commission membership and a prohibition on simultaneous service by more than one member of a firm or company. In addition, as members rotate off FDLAC each year as their terms end, FDLAC actively recruits new commission members who will provide balance to the commission. Among other criteria, FDLAC seeks members from both Northern and Southern California, both litigators and transactional attorneys, and both franchisor and franchisee oriented attorneys.

As California is the most populous state, an estimated 200 lawyers may initially meet the requirements for certification. But the certification program is a function of the State Bar of California, and therefore only California lawyers may apply. Franchise practitioners in the United States, however, often practice throughout the country. And many franchisors have franchisees in states other than their headquarter states. Competency in franchise law therefore requires a degree of familiarity with the law of multiple jurisdictions. For this reason, board certification in franchise law may be appropriate for more than California lawyers alone. Members of FDLAC are willing to assist other state bar organizations in developing certification programs elsewhere. This may involve discussion of a nationwide program that would include franchise law practitioners from all jurisdictions, including those in states that have too small a franchise bar to support a separate state certification program. For extensive information on certification programs, see the web pages of the ABA's Standing Committee on Specialization at <http://www.abanet.org/legalservices/specialization/>. In addition, for information on setting up a specialty program, you can download "A Concise Guide to Lawyer Specialty Certification" at http://www.abanet.org/legalservices/specialization/downloads/June2007_Concise_Guide_Final.pdf. In the meantime, expect to see certified lawyers from California at the ABA Forum on Franchising, especially to obtain needed CLE credits for continued certification.

Peter C. Lagarias, Esq., is a partner in the San Rafael, California, law firm of Lagarias & Boulter, LLP. He is a Board Certified Specialist in Franchise and Distribution Law and a member of FDLAC. Robin Day Glenn is the managing attorney of the Franchise Law Team in Rancho Santa Margarita, California, and currently chairs FDLAC.

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2009 Nominating Committee Selected

In accordance with the Forum's Bylaws, the annual Governing Committee election process begins with the appointment of a Nominating Committee by the Forum Chair. The committee, which is headed by the Immediate Past Chair, is responsible for recommending candidates to fill open positions on the Governing Committee.

Edward Wood Dunham, Chair of the Forum, is pleased to announce the appointment of the following members to the 2009 Nominating Committee:

Dennis E. Wieczorek, Chair

DLA Piper LLP (US)
dennis.wieczorek@dlapiper.com

Steven M. Goldman

Marriott International Inc.
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William K. Whitner

Paul Hastings
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This year's Nominating committee will recommend candidates for three Member-at-Large positions on the Governing Committee beginning August 2010, when Joseph J. Fittante, Peter J. Klarfeld and W. Andrew Scott complete their terms.

An election to fill these positions will take place at the Forum's Annual Business Meeting, which will be held in conjunction with the 32nd Annual Forum on Franchising. This meeting will take place on Thursday, October 15, 2009, in Toronto, Canada. Forum members wishing to recommend candidates to fill these positions should convey their comments in writing to Dennis Wieczorek no later than May 15, 2009.

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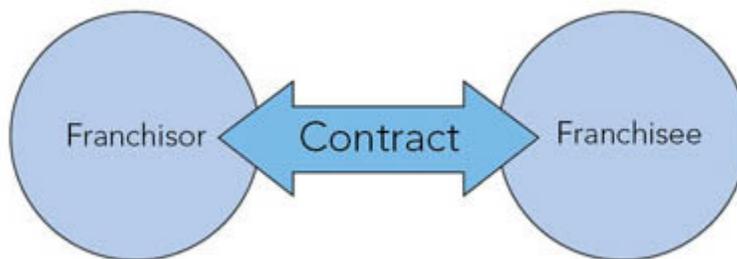


The Customer First: Contracts That Create Value

By D. R. Widder

When business people and lawyers develop and negotiate franchise agreements, or resolve contract disputes, they typically represent the franchisee or franchisor. Given their responsibility, it is understandable that they can view the process as a zero sum game in that any gain in negotiating for the franchisor comes at the expense of the franchisee, and vice versa. Since the contract is the legal foundation binding the franchise system, it is easy to think of it as the sole definition of the franchisor-franchisee relationship.

The Conventional View of the Franchise Relationship



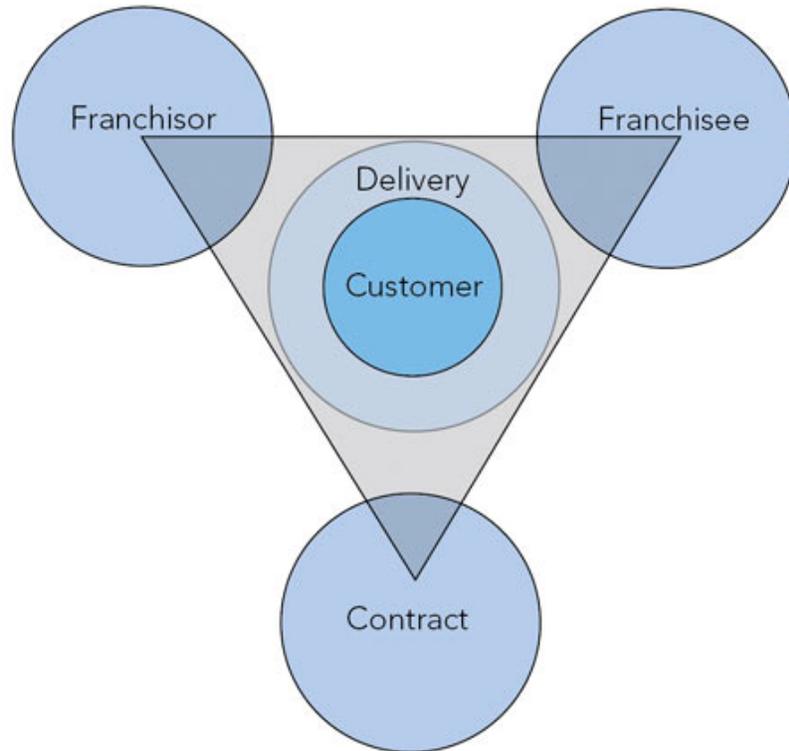
However, another lens to view the contract through is from the perspective of creating value for the customer. How will this agreement affect the ability of both franchisor and franchisee to **create value for the customer**?

Put another way, instead of focusing on how to slice up the pie between franchisee and franchisor, focus on making the pie bigger for all. A contract that is built around maximizing value delivered to the customer grows the size of the pie, and everyone's slice accordingly.

Franchise systems should be viewed as a vehicle for delivering value to customers while extracting value for

the franchise system in the process. In a customer-centric design, the foundation of the system is the customer, not the contract.

The Customer as the Foundation of System Design and Contract Terms



In this view, while contract is still a central element defining the franchisor-franchisee relationship, the primary consideration is how to create value for, and extract value from, the customer.

The service delivery system (SDS) is all of the business elements that make this happen. This includes product and service offerings, the flow of physical goods and information to the customer, site location and layout, unit design, sale channels, and any other elements that contribute to the customer experience. The franchisor and franchisee each contribute in the execution of the SDS, but the customer is indifferent to the distinction. The customer experience is of the SDS as a whole without regard for each parties' contribution. Another point in depicting the interaction in this way is to acknowledge that many aspects of an effective franchisor-franchisee relationship fall outside what can be explicitly expressed in the contract. Goodwill, aligned incentives, common goals, and fair dealings all contribute to the performance of the system. Strict interpretation of the contract without consideration of these other factors often leads to system conflict and underperformance.

In designing an effective franchise system, the customer should always come first. A framework for thinking about franchise design and corresponding contract components is:

- 1. Customer** — understanding the needs, attitudes, and behavioral drivers of the target customers for the franchise business.
- 2. Customer Value Proposition** — the "promise" of the business to the customer.
- 3. Service Delivery System** — the business design that delivers the value to the customers and defines the customer experience.

4. Transaction Analysis — For each component of the service delivery system, how is it best developed and improved, by the franchisee, the franchisor, or a combination of both. In general, components requiring intimate customer interaction, local presence, and those that are labor based are best delivered by the franchisee, while elements with economies of scale, asset based, and those that can be centralized are best delivered by the franchisor.

5. Contract Design — To capture the value delivered, align incentives, provide a framework for interaction, and define responsibilities and commitments.

It is useful to think about franchise contracts in this context.

Questions to ask when designing contracts

- Are the incentive systems for franchisee and franchisor aligned so that the result is maximum value creation for the customer?
- Given the contract provisions, will the franchisor and franchisee, acting to maximize their own profit, be also acting in ways that support the health and growth of the system?
- For many franchises, brand goodwill is a primary sustainable value of the system, driving both franchisee's profit through ability to capture and retain customers, and the franchisor's profit through ability to get premium startup and licensing fees. Are there provisions to minimize free riding or shirking of marketing efforts? Are individual franchisees incentivized to perform their local brand development? Are there controls so that franchisees have input into centralized marketing efforts?
- For new market development, are risks and rewards in balance? If a franchisee successfully develops a new territory, are there provisions for them to expand? Are growth milestones well defined and well thought out, so that the system expands effectively and resources are invested efficiently?
- Are all operational tasks clearly defined, so that the system performs well for the customer?
- How will decisions about product offerings and promotions be handled? Promotions designed by the franchisor to increase system revenue (and corresponding franchisor licensing or royalty fees) can directly erode franchisee margins.
- What provisions are there for franchisees to create long term value? Renewal terms, preemptive rights to adjacent territories, and resale rights all impact franchisee return on investment, which in turn affect the quality of franchisees the system attracts, and the investments they make.

When the design of a contract is such that incentives are out of balance, the resulting friction between the franchisee and franchisor leaves the customer underserved, and the system suffers. Often terms of contracts are skewed toward the franchisor. Too much bias in the agreement and power distribution of the relationship will drive away the most sophisticated potential franchisees, and create ongoing conflict with franchisees that do join the system. The result can be underinvestment, misaligned use of resources, and underperformance. The goal of creating a strong, growing system and a strong brand suffers, and less value is captured by all. On the other hand, a weak franchisor will not be able to raise capital, invest in support systems, monitor quality or adequately gather and distribute knowledge to the system.

In summary, the central question should always be: what contract resolution delivers the most value to the customer?

D. R. Widder is a strategy consultant and entrepreneur. The content of this article is taken from his guest lectures on franchising at Babson College. In his opinion, the definitive text on franchising is Spinelli,

Rosenberg, and Birley, Franchising: Pathway to Wealth Creation, Prentice Hall PTR, 2004.

If you have questions or comments please contact the author at drw@milestonesg.com.

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Can A Frachisor Recover Lost Future Royalties? The Debate Goes On

By Rupert M. Barkoff and Christopher P. Bussert



There has been no more controversial issue in franchise law than the subject of lost future royalties: Can a franchisor recover lost future royalties when a franchise agreement is terminated?

The debate began in earnest after the California Court of Appeals surprisingly ruled in *Postal Instant Press, Inc. v. Sealy*, 43 Cal. App. 4th 1704 (Cal. Ct. App. 1996), under two rationales, that the franchisor was not entitled to recover lost future royalties when the franchisor terminated a franchise agreement. First, the court held that the franchisor was only entitled to recover those damages that were "proximately caused" by the specific breach. In the context of the *Sealy* facts, the court found that the proximate cause of the lost future royalties was not the franchisee's failure to make timely payment of royalties, but the franchisor's action in terminating the franchise agreement as a result of such failure. The court also found that an award of lost future profits would be "unreasonable, unconscionable or grossly oppressive."

Sealy was initially viewed as an aberration rendered by a "Left Coast" court. However, it proved to be a trend-setter. Subsequent to *Sealy*, courts in several jurisdictions have adopted a "proximate cause" rationale for denying the franchisor's recovery of lost future royalties.

On the other end of the spectrum are cases that have adopted a traditional contract rationale in upholding the franchisor's recovery of loss future royalties. The most recent decision adopting this approach is *Progressive Child Care Systems, Inc. v. Kids' R' Kids International, Inc.*, No. 2-07-127-CV, 2008 Tex. App. LEXIS 8416 (Tex. App. Nov. 6, 2008). In that case, the Texas Court of Appeals, applying Georgia law, expressly refused to adopt the *Sealy* proximate cause rationale. Instead, the court concluded that the damaged party, in this case the franchisor, should be "placed in nearly the same position that it would have occupied had there been no breach," and consequently awarded over \$1.3 million in damages to the franchisor.

Which is the more sensible approach? Looking at the context of franchise relationships and commercial realities: arguably neither! The debate over lost future royalties demonstrates a situation where precedents have gone amuck-heading in opposite directions, neither of which represents a realistic solution to a difficult situation. Franchisors certainly do not feel that franchisees should be able to take down their signs and walk away from their commitments, with impunity, after the franchisor has invested significant time, money and other resources in helping them establish their businesses. In fact, when franchised businesses are sold, it is this expected stream of income that makes the franchise attractive to prospective buyers and is often used as the basis for calculating the purchase price.

At the same time, a franchisee who commits to opening a franchise surely did not intend to make himself or herself more than insolvent should the business not succeed, where the franchisee has followed the system

and put his or her heart and soul into trying to make the business a success. As Progressive demonstrates, this can be the consequence of an unsuccessful franchising adventure.

Under either the "proximate cause" or the "traditional contract" rationale, the expectations of one party will likely be way out of kilter at the end of the day regardless of which rationale a court selects to follow, for both rationales seem to endorse an "all or nothing" approach.

Perhaps it is time for the courts to take a different tact in deciding these cases and look to the commercial realities in deciding what is a "reasonable" answer. For some reason, the concept of mitigation has failed successfully to enter the picture when courts have been called upon to rule upon the availability of lost future royalties. Rather than mechanically relying upon historically acceptable, but in practice unrealistic, rationales like proximate cause and traditional contract, the courts would do better adopting the following analytical approach:

First, ask the question: Was there a breach of the contract by the franchisee? That is, how has the franchisee failed to meet its obligations?

Second, ask: What are the consequences of the breach? In most cases, the franchisor has been denied its right to be paid an income stream for the remainder of the term of the agreement.

And finally, require the parties to address whether and to what extent the franchisor could mitigate damages, and if actual mitigation is not practical, determine what is an appropriate amount of damages as a result of the termination. This progression eliminates the all-or-nothing approach we see in *Sealy* and *Progressive* and abandons the somewhat artificial distinction of which party is deemed to have terminated the franchise agreement.

It is interesting that the word or concept of "mitigation" appears nowhere in either the *Sealy* or the *Progressive* opinions, and yet, it seems the logical next-to-last step in an approach that better reflects reasonable expectations of the parties to a franchise arrangement. In fact, when informally asked what "should" be a "fair" settlement of a lost future royalties dispute, many attorneys suggest that two or three years would be an appropriate level of compensation. These opinions may be anecdotal in nature, but they do demonstrate to some level what is considered reasonable in the franchise community on this issue. In addition, when franchise agreements provide for liquidated damages if the franchisee improperly terminates, two to three years of royalties is often offered (and upheld by courts) as a reasonable compromise.

How easy is it to mitigate? Typically, a terminated franchisee business will be replaceable. The issue then becomes how long will it take for that to occur, and how much will the franchisor have to spend to reach that point?

Admittedly, there will be situations where mitigation, too, will not result in a just solution. For example, suppose that the franchisee's location is truly "unique" (a word too often exaggerated in its usage) — a sports arena or hospital, for example. Can the franchisor adequately mitigate in this situation? Real estate, being unique in the eyes of the law, cannot be replaced. Or, suppose that the franchisor has withdrawn from the market where the franchisee was operating. In this situation, is it appropriate for the franchisor to be forced to crank up a sales effort in a market where the brand is being phased out?

While the concept of precedent is an important cornerstone of our judicial system, courts should not be afraid to make the punishment fit the crime when it perceives an injustice occurring. Franchisees should not enter into franchise arrangements with the fear of becoming indentured servants if their businesses do not succeed—unable to close down their operations because of the enormous damage claims that might ensue. If the

public became aware of this possibility, this would be very bad for franchising. Interestingly, nowhere do the risk warnings on the cover pages in a Franchise Disclosure Document make this point known — even though this risk is arguably more important for a prospective franchisee to know than the risks associated with other matters that the franchisor must disclose — such as the risk of out-of-state arbitration or litigation — a required disclosure under the 2008 Franchise Registration and Disclosure Guidelines adopted by NASAA and a number of the franchise registration states. But franchisees should not be able to walk away lightly from obligations that they have voluntarily assumed. That result, too, would upset the karma needed in the franchise relationship.

Mitigation presents an opportunity to bring expectations in line with practicality. Hopefully, the courts at some point will try to incorporate this approach irrespective of the mode of analysis they use as a starting place and consider commercial realities in arriving at rational lost future royalties awards.

Mr. Barkoff is a partner in Kilpatrick Stockton's Atlanta office and head of the firm's Franchise Practice. He is also a Past Chair of the American Bar Association's Forum on Franchising and Co-Editor-In-Chief of Fundamentals of Franchising. Mr. Bussert is a partner in Kilpatrick Stockton's Atlanta office. He is the incoming Editor-In-Chief of the Franchise Law Journal.

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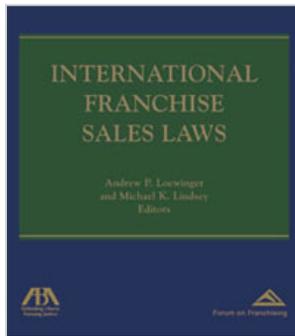
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October 14-16, 2009

The Westin Harbour Castle Hotel Toronto, Ontario, Canada

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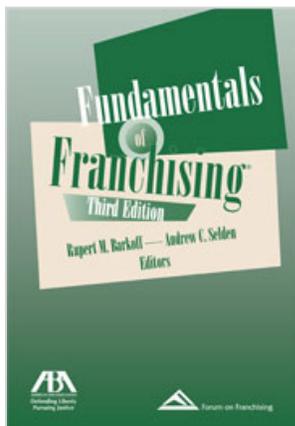
Product Code: 5620119S
Forum Member Price: \$40.00
Regular Price: \$60.00

NEW

[International Franchise Sales Laws - 2009 Supplement](#)

Andrew P. Loewinger and Michael K. Lindsey, Editors

International Franchise Sales Laws addresses disclosure requirements in the countries of Australia, Brazil, Canada, China, France, Indonesia, Italy, Japan, Malaysia, Mexico, Romania, South Korea, Spain and Taiwan. This supplement features updates to sections on Australia, Canada and China. For each jurisdiction, two authors licensed to practice in the jurisdiction address the jurisdiction's disclosure requirements in a uniform format. Each country chapter is organized to provide a comprehensive discussion of each of the applicable laws and also a practical and easy-to-use reference for counsel to comply with those laws.



Product Code: 5620126
Forum Member Price: \$110.00
Regular Price: \$135.00

[Fundamentals of Franchising, Third Edition](#)

Rupert M. Barkoff and Andrew C. Selden, Editors

The new edition of Fundamentals of Franchising is charged with useful definitions, practical tips, and expert advice from experienced practitioners. Written specifically to help lawyers and non-lawyers brush up on franchise law, this practical guide examines franchise law from a wide-range of experiences and viewpoints. Each chapter is written by two experienced practitioners and provides you with a well-rounded overview of franchise law and alerts you to issues that may require further research or expertise.

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