

Message From Chris....

I've recently moved to a new location. Please note my new address and phone information.

At some point in your career, no matter who you are or what you do, you'll have to sign some form of contract. When you do, look at the fine print. Does it mention the parties agree to **waive their rights to a jury trial**? If so, what does this waiver mean and what does it do? See more below (and don't forget to click on my Facebook or YouTube links below to also see my short video on this material).

Jury Trials v. Non-Jury Trials

Usually around the last couple of pages of any contract (or at the very end of a contract), a "**Waiver of Trial by Jury**" clause will appear. You may have even already seen one of these. If so, upon seeing it, you possibly scratched your head and asked yourself "*...I wonder what that means and whether it's even important to me?*" Well, it depends.

What does the waiver clause mean? The clause itself technically means that if the contract you sign (with a jury waiver clause in it) is ever submitted to a court to determine or resolve a certain issue or controversy that has arisen between the parties, a judge, not a jury, will decide the case. *Well, what does a judge do and what does a jury do?* A jury decides issues of fact and a judge decides issues of law. Accordingly, if you sign a contract with a jury waiver clause, the judge will sit and decide issues of **both** *fact and law* thus negating the need to have a jury sit and hear the case.

What does the waiver clause really do in the real world?

On the surface, the waiver is intended to keep a jury's nose out of complex matters that are, ostensibly, beyond the grasp and scope of people who don't ordinarily deal with more complex business/legal issues. When you put it that way, it just makes sense, *right?* **However, under the surface and in reality**, by and large, the waiver is usually inserted into the contract by a larger, more sophisticated party to a contract for the sole purpose of preventing the smaller, less sophisticated party from gaining any "*favor*" from a jury.

In other words, and for example, a larger, more sophisticated party to the contract will insert the jury waiver clause so that, on the day of trial, the smaller, less sophisticated "mom and pop" party stands before a hardened and unemotional judge without the benefit of having a certain degree of "*sympathy*" from the jury. After all, when compared to your average judge, the jury is usually comprised of a body of less sophisticated people who would, if left to their own device, more likely decide the case in favor of the party with whom they can more identify with under the rationale that such "mom and pop" party got into a deal they didn't fully understand, or, in the alternative, was taken advantage of by such larger, more sophisticated party (something

disadvantageous to the larger, more sophisticated party). So, in very general terms, when contracting, you need to understand **which party to the contract you are** in determining whether or not a jury waiver clause is desirable for you.

What My Clients Are Saying

“I was referred to Chris from a friend of mine who has used him for years. I have 23 offices nationwide and tons of legal items that I don’t have time to deal with myself (nor would I trust just any attorney). What a blessing to find Chris.... Here is someone I know will get it done right, day or night. Chris’ good legal services free me up to run the day to day operations of my business with the peace of mind that the legal details are covered; all at an honest, fair price. Thanks Chris!”

James Gray / President & CEO / Full Circle Financial Group / Oklahoma City, Oklahoma

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