The GPMemorandum

TO: **OUR FRANCHISE AND DISTRIBUTION CLIENTS AND FRIENDS**

FROM: **GRAY PLANT MOOTY'S FRANCHISE AND DISTRIBUTION PRACTICE GROUP**

Quentin R. Wittrock, Editor of *The GPMemorandum*

Maisa Jean Frank, Editor of *The GPMemorandum*

Julia C. Colarusso, Editor of *The GPMemorandum*

DATE: **January 11, 2018—No. 225**

Below are summaries of recent legal developments of interest to franchisors.

POST-TERMINATION COVENANT AGAINST COMPETITION

FOURTH CIRCUIT AFFIRMS INJUNCTION ENFORCING NONCOMPETE FROM DATE OF COMPLIANCE

The United States Court of Appeals for the Fourth Circuit recently affirmed an arbitration award entered in favor of Wild Bird Centers of America, Inc. enforcing a covenant not to compete against a former franchisee. *Frye v. Wild Bird Centers of Am., Inc.*, Case No. 17-1346 (4th Cir. Nov. 27, 2017). Gray Plant Mooty represented Wild Bird Centers in this case. Upon expiration of the parties' franchise agreement, the franchisee, Frye, continued to operate the franchise without renewing the agreement. Wild Bird Centers filed an arbitration action for violation of the agreement's two-year noncompete provision. Applying Maryland law, the arbitrator found in favor of Wild Bird Centers and imposed an injunction prohibiting Frye from violating the terms of the noncompete provision for two years from the date on which Frye was first in compliance with the provision. The district court confirmed the arbitration award, and Frye appealed.

Frye first claimed that the arbitrator manifestly disregarded the law, exceeded his powers, and failed to draw the award's essence from the agreement, because the noncompete purportedly only applied upon the agreement's "termination," not expiration. The court disagreed, noting that while the noncompete clause itself stated that it applied "after termination," a later section stated that the noncompete clause applied in the event of "termination or expiration" of the agreement for any reason. The court reasoned that the provisions were at worst ambiguous and at best supported Wild Bird Centers' interpretation, and therefore the arbitrator's application of the noncompete clause was permissible. Frye also claimed that even if the noncompete clause applied, the arbitrator's extension of its terms to twenty-four months from the first date of compliance should be vacated because it did not draw from the essence of the agreement, manifestly disregarded the law, and exceeded the arbitrator's authority. The court again disagreed, noting the existence of precedent under Maryland law that supported the decision to begin the permanent injunction on the date of first compliance. The court further reasoned that it was reasonable for Wild Bird Centers to expect the full twenty-four months of noncompetition to which it was entitled under the agreement.

EMPLOYMENT

NLRB OVERRULES *BROWNING FERRIS* JOINT EMPLOYER STANDARD

As we brought to your attention last month in a special Franchise Law Alert, the National Labor Relations Board decided in *Hy-Brand Industrial Contractors, Ltd.*, 365 NLRB No. 156 (Dec. 14, 2017), to overrule expressly the controversial joint employer standard espoused two years ago in *Browning-Ferris Industries*, 362 NLRB No. 186 (2015). Under the ruling in *Browning-Ferris,* two entities could be found to be joint employers based on the mere right to control the terms and conditions of employment, regardless of whether that right was actually exercised. The *Hy-Brand* Board held that the *Browning-Ferris* standard "is a distortion of common law as interpreted by the Board and the courts, it is contrary to the Act [and] it is ill-advised as a matter of policy . . . ." It reasoned that the NLRB in *Browning-Ferris* overstepped its statutory authority by redefining common-law agency principles and creating a vague and ill-defined legal standard that harmed employers and employees due to its lack of predictability. Thus, the *Hy-Brand* Board jettisoned this flawed standard and reinstated the joint-employer standard that had been in place for decades before *Browning-Ferris*. Specifically, a finding of joint employment status before the NLRB will now require: (1) proof that one entity actually exercised control over the essential employment terms of another entity's employees (rather than merely having reserved the right to exercise control); (2) the control exercised was direct and immediate (rather than indirect); and (3) the control exercised was beyond a limited and routine manner.

Returning to the pre *Browning-Ferris* standard does not eliminate the possibility that a franchisor and its franchisees could be found joint employers. Indeed, given the appropriate facts, the NLRB could find joint employment in a franchise relationship.

PENNSYLVANIA COURT DENIES MOTION TO DISMISS JOINT EMPLOYER CLAIMS BASED ON COMMON FRANCHISE AGREEMENT PROVISIONS

In another joint-employer case, a federal court in Pennsylvania denied a franchisor's motion to dismiss claims for sexual harassment, gender discrimination, and retaliation brought against it on a joint employer theory by a technician who worked at a franchised automotive repair facility. *Harris v. Midas*, 2017 WL 5177668 (W.D. Pa. Nov. 8, 2017). The court identified three factors necessary for a finding of joint employment: (1) the alleged employer's authority to hire and fire employees, promulgate work rules, and set other conditions of employment; (2) the alleged employer's day-to-day supervision of employees, and (3) the alleged employer's control of employee records.

The court determined that the employee's allegations supported a plausible claim, despite the employee's concession, and the court's acknowledgement, that Midas did not control hiring and firing decisions at the franchised location. In reaching its decision, the court analyzed the employee's claims against the three factors noted above, and found: (1) Midas's "training and guidance . . . regarding the creation of an employee handbook and, more specifically, the inclusion of a sexual harassment policy," supported the argument that the franchisor had the authority to promulgate work rules; (2) Midas's authority to require designated franchisee employees to attend its training supported "at least a weak showing" of the authority to exercise day-to-day control over employees of the store; and (3) while acknowledging that Midas's right to examine and audit the franchisee's books and records likely related to financial records rather than personnel records, the court found the provision was broad enough to support a finding that Midas had control over employee records. While acknowledging that the motion to dismiss was a "close call," and recognizing that the employee's claims may be disproved through discovery, the court nevertheless allowed the case to proceed against the franchisor and its affiliates.

TRANSFERS

DISTRICT COURT FINDS PLAINTIFF HAD NO RIGHT TO BECOME A FRANCHISEE

A federal district court granted the motion of franchisor H&R Block Tax Services LLC ("Block") for summary judgment, finding that the plaintiff had no right to become an H&R BLOCK franchisee under either contract or detrimental reliance theories. *CG & JS Enters., LLC v. H&R Block, Inc.,* 2017 WL 5483763 (E.D. La. Nov. 15, 2017). CG & JS Enterprises, LLC is owned by Christopher Gibbens and Johnny Shaw, two former employees of Block. Gibbens left Block in January 2013 under amicable circumstances. In April 2013, an existing H&R BLOCK franchisee expressed interest in transferring his franchise to Shaw. At the time, Shaw was still an employee of Block. In May 2013, Shaw received an unfavorable performance review and, as a result, filed a charge of racial discrimination and harassment against his supervisor and Block.

As part of the franchise transfer process, a Block representative reminded Shaw that he could not be both a franchise owner and an employee of Block, and that he would need to coordinate a transition plan with his field leader if he was approved. In August 2013, while the transfer was still being processed, Shaw left Block pursuant to a Confidential Separation and Release Agreement under which Shaw settled his EEOC claim in exchange for a lump sum payment. In September 2013, Block notified Gibbens that the transfer had been approved and the necessary contract documents would be prepared and mailed to CG & JS Enterprises. However, before Shaw or Gibbens received the closing documents in the mail, Block withdrew its approval of the transfer and indicated that it would not sign a franchise agreement with CG & JS Enterprises. CG & JS Enterprises then sued Block and its parent company based on various legal theories, including breach of contract and detrimental reliance.

In its consideration of CG & JS Enterprises' breach of contract theory, the court found the communications between the parties during the summer of 2013 clearly indicated that neither party would be bound until the final contract was executed by the parties. The franchise agreement itself specifically provided that it would not be binding on Block or the franchisee unless and until it had been executed by both parties. The court also disagreed with CG & JS Enterprises' argument that Block intended to create an irrevocable offer once it had mailed the documents for review and signature. In its consideration of the detrimental reliance theory, the court observed that CG & JS Enterprises had to show that Block made a representation by conduct or word, and that the plaintiff justifiably relied on that representation to change its position to its detriment. Shaw argued that he resigned his position with Block based on its promise of a franchise. However, the court found that no such promise had been made. Further, the release agreement executed by Shaw clearly identified the consideration he would receive in exchange for his resignation, and it did not include the transfer of the franchise. As a result, the court granted Block's motion for summary judgment.

FLORIDA FEDERAL COURT GRANTS PARTIAL DISMISSAL OF CLAIMS ARISING FROM TRANSFER OF FRANCHISE

A federal court in Florida granted in part and denied in part a motion to dismiss a lawsuit brought by plaintiffs seeking to sell their Tim Hortons franchises to a third party. *Picktown Foods, LLC v. Tim Hortons USA, Inc.*, 2017 U.S. Dist. LEXIS 186107 (S.D. Fla. Nov. 8, 2017). The plaintiffs, who are five different Tim Hortons franchisees, had entered into a purchase agreement with a third party to sell each restaurant for $880,000, but Tim Hortons did not consent to the sale, which was required under the franchise agreements before a sale could close. Tim Hortons indicated that it would only approve the sale if the purchase price were reduced to $550,000, which was the estimated value of the equipment at the five restaurants. The plaintiffs brought suit, alleging that Tim Hortons had unreasonably withheld consent, was improperly seeking to freeze the price in order to ensure more money would be invested in the brand after the sale, and that Tim Hortons had improperly withheld information about potential sale restrictions from the disclosure documents provided to each plaintiff before they became franchisees.

The court dismissed the plaintiffs' disclosure-related claims as time-barred under the two-year period of limitations for claims under the franchise agreement. Because each franchisee had received an FDD more than two years prior to the lawsuit, any claim that the FDD was defective was untimely. The franchise agreements attached to each FDD indicated that Tim Hortons could "arbitrarily withhold its consent to any transfer . . . if it determines in its sole and absolute discretion that the sale or transfer price to be paid by any proposed transferee is inappropriate." As a result, the plaintiffs' disclosure claims were not only untimely, but they also failed to present any omission of material terms related to potential restrictions on transfers. The court denied the motion to dismiss, however, regarding the plaintiffs' claims that Tim Hortons improperly withheld consent. The court noted that the contractual right to "arbitrarily withhold consent" was broad, but not without limits. Indeed, the consent provision only allowed Tim Hortons to withhold consent when it had made a determination that the purchase price was inappropriate—which was alleged in the complaint not to have occurred—and when Tim Hortons provided the plaintiffs with written notice of such a determination, which also was alleged to have not occurred. Moreover, the contract provided the plaintiffs a right to seek injunctive relief to compel Tim Hortons to grant consent to a sale, which would be a meaningless right if Tim Hortons indeed had unbridled discretion to withhold consent to a transfer. As a result, the plaintiffs were permitted to move forward with their claims that Tim Hortons' improper withholding of consent was a breach of contract and also tortiously interfered with the purchase agreement.

ARBITRATION

ARBITRATION CLAUSE IN RESCINDED FRANCHISE AGREEMENT ENFORCED BY MARYLAND FEDERAL COURT

A federal district court in Maryland recently enforced an arbitration provision in a rescinded franchise agreement. *Burrell v. 911 Restoration Franchise Inc.*, 2017 WL 5517383 (D. Md. Nov. 17, 2017). The franchisor, 911 Restoration, previously offered to rescind its franchise agreement with franchisee Burrell because 911 Restoration was not authorized to sell franchises in Maryland at the time the franchise agreement was executed. Although Burrell accepted the rescission offer, it subsequently brought an action against 911 Restoration alleging damages of more than $1,000,000 for, among other things, financial losses and lost business opportunities. 911 Restoration argued that the court should compel arbitration because the franchise agreement contained an arbitration provision which required all disputes between the parties to be "submitted to final and binding arbitration as the sole and exclusive remedy."

The court agreed with 911 Restoration, explaining that in order to succeed on a motion to compel arbitration, a party must demonstrate four elements: (1) the existence of a dispute between the parties; (2) a written agreement that includes an arbitration provision; (3) the relationship of the transaction to interstate commerce; and (4) the failure of the nonmoving party to arbitrate the dispute. Burrell argued that 911 Restoration could not meet the second element of the test because the parties had rescinded the franchise agreement. The court disagreed, noting that arbitration provisions generally are separable from the contracts in which they are embedded, especially when the agreement explicitly states that the arbitration provision should survive rescission. Having found a valid arbitration provision that survived rescission of the agreement, the court dismissed the case and compelled arbitration.

TERMINATIONS

OHIO FEDERAL COURT HOLDS LICENSOR MAY ASSERT LANHAM ACT CLAIMS WITHOUT TERMINATING LICENSE AGREEMENT

The United States District Court in the Northern District of Ohio recently ruled in favor of Buffalo Wild Wings ("BWW") and against its former licensee, BW-3 of Akron, on cross motions for summary judgment. *Buffalo Wild Wings, Inc. v. BW-3 of Akron, Inc.*, 2017 WL 5467156 (N.D. Ohio Nov. 14, 2017). The case began when BWW sent BW-3 – the only licensee in its system – a notice of termination after BW-3 did not cure its failure to comply with the remodel requirements imposed by the parties' licensing agreement. However, the notice stated that the termination would be held in abeyance pending judicial resolution of BWW's lawsuit for a declaration that it had the right to terminate. BWW also asserted Lanham Act claims for trademark infringement and unfair competition based on BW-3's use of the BUFFALO WILD WINGS trademarks and system without complying with the brand's image standards. In response, BW-3 debranded its BUFFALO WILD WINGS restaurant and opened the location under a new name. It also asserted counterclaims against BWW for, among other things, wrongful termination. Both parties moved for summary judgment on the other's claims.

The court granted summary judgment in favor of BWW on BW-3's counterclaims and denied BW-3's summary judgment on BWW's claims. Specifically, the court held that BW-3's wrongful termination claim failed because BWW had not terminated the parties' license agreement. Rather, BW-3 elected to abandon it. The court also rejected BW-3's argument that BWW had repudiated the agreement by asserting Lanham Act claims. As the court explained, BWW was entitled to pursue Lanham Act claims while the license remained in effect, as long as it could demonstrate that BW-3's use of the BUFFALO WILD WINGS marks was without consent, or that BW-3's unauthorized use of the marks was likely to cause customer confusion. BWW had offered such evidence arising from BW-3's use of the marks while failing to comply with BWW's brand image standards.

CHOICE OF FORUM

FLOATING FORUM SELECTION CLAUSE INSUFFICIENT TO CONFER PERSONAL JURISDICTION OVER FRANCHISEE UNDER FLORIDA'S LONG-ARM STATUTE

A series of agreements between a franchisee operating in Buffalo, New York, and Dollar Rent-a-Car and Hertz included a floating forum selection clause. The clause provided that the franchisee consented to jurisdiction in the district court where the principal place of business of the franchisor is located. When the relationship between the parties soured, Dollar Rent-a-Car and Hertz filed an action in Florida against franchisee Westover Car Rental for breach of the license agreements and associated personal guarantees. *Dollar Rent a Car, Inc. v. Westover Car Rental, LLC*, 2017 WL 5495126 (M.D. Fla. Nov. 16, 2017). Westover moved to dismiss for lack of personal jurisdiction on the grounds that it did not conduct business in Florida, and that Florida's long-arm statute did not authorize jurisdiction over it in that forum.

The court granted the motion to dismiss, finding Westover had not contractually consented to the court's exercise of personal jurisdiction. Under Florida's long-arm statute, parties may consent to jurisdiction in that state by contract alone only if certain requirements are met. Specifically, to satisfy the statutory requirements for consent to personal jurisdiction, the contract must: (1) include a choice of law provision designating Florida law as the governing law; (2) include a provision whereby the non-resident agrees to submit to the jurisdiction of the courts of Florida; (3) involve consideration of at least $250,000; (4) not violate the United States Constitution; and (5) either bear a substantial or reasonable relation to Florida or have at least one of the parties be a resident of Florida or incorporated under its laws.

While the licenses contained a forum selection clause in which the defendants consented to jurisdiction in the federal district of the franchisor's place of business, they also designated Oklahoma law as governing. Thus, the agreements did not satisfy the first requirement. On that basis alone, the court found no long-arm jurisdiction. In addition, the court found the floating forum selection clause did not satisfy the second element of the long-arm statute in that the clause did not expressly identify Florida by name as the choice of jurisdiction in the event of a dispute between the parties.

RENEWALS

MARYLAND FEDERAL COURT DENIES CROSS MOTIONS FOR SUMMARY JUDGMENT ON FURTHER RENEWALS IN FRANCHISE AGREEMENTS

A federal court in Maryland denied both parties' cross motions for summary judgment on the issue of whether the renewal of a franchise agreement must retain unaltered the initial agreement's renewal term, thus permitting indefinite renewals. *Jos. A. Bank Clothiers, Inc. v. J.A.B.-Columbia, Inc.*, 2017 WL 6406805 (D. Md. Dec. 15, 2017). Bank, a clothing store with more than 500 locations, had fourteen franchises. After Bank was acquired by Men's Wearhouse in 2014, it decided to abandon its franchising efforts. Accordingly, it sought to remove or explicitly limit the possibility of further renewals when it renewed existing franchise agreements, while the franchisees asserted the right to preserve the renewal language unaltered.

The court attempted to interpret the renewal clause of the initial agreement to determine whether the parties had agreed to retain the renewal term in subsequent franchise agreements. First, Bank's agreements provided for the franchisee's right to "buy a successor franchise" at the expiration of its current agreement, using the "current form of franchise agreement," the form Bank "customarily uses," or the "form most recently used." While Bank argued that this language required renewal on the terms of the most recent franchise agreement, the franchisees argued that it required renewal on the terms of the most recent renewal. Bank further argued that it could simply change the terms from initial agreement to renewal, and the franchisees objected. Finally, the court considered extrinsic evidence to attempt to resolve each of these ambiguities, to no avail. The court therefore denied the cross motions for summary judgment, holding that further development of the record would be required.

DAMAGES

ILLINOIS APPELLATE COURT UPHOLDS CONSEQUENTIAL DAMAGES WAIVER

An Illinois state appellate court upheld the waiver of consequential damages contained in a franchise agreement, and on that basis denied the franchisee's appeal of a trial court's grant of summary judgment in favor of the franchisor. *United Investment Grp. v. Beggars Pizza Corp.*, 2017 IL App (1st) 162275-U (Ill. App. Ct. Nov. 22, 2017). Franchisee United Investment Group filed suit against franchisor Beggars Pizza Franchise Corporation claiming territorial infringement by the franchisor's affiliates, in alleged violation of the parties' franchise agreement. In deciding Beggars' motion for summary judgment, the trial court held that United Investment had suffered no actual damages, and that the franchise agreement expressly precluded United Investment from recovering any consequential damages. Hence, the trial court found no basis for United Investment to recover. United Investment appealed.

The appellate court agreed with the trial court. It first noted that, because the agreement had been negotiated by two sophisticated corporate entities, a finding of unconscionability was unlikely. The appellate court then turned to the plain language of the agreement, which stated in part that "under no circumstances shall Franchisee be entitled to recover, and Beggars shall not be responsible to Franchisee for, any indirect, incidental, consequential or special damages . . . ." The appellate court found this provision unambiguous and noted that the damages waiver was clearly designated in the table of contents under an appropriate heading. Lastly, the appellate court declined to find that the provision was inordinately one-sided, after evaluating the entire agreement.

The GPMemorandum International

DATA PRIVACY AND SECURITY

WIDE-REACHING EU GENERAL DATA PROTECTION REGULATION GOES INTO EFFECT ON MAY 25, 2018

Franchisors (and franchisees) that control and/or process the data of individuals within the European Union should be aware of the General Data Protection Regulation ("GDPR") and take affirmative steps to prepare for its imminent roll-out. The GDPR requires businesses to, among other things, implement strict measures to protect the personal data and privacy of EU residents. Failure to comply with the GDPR may result in significant fines and open noncompliant companies to class action lawsuits. Billed as a landmark global standard for data protection and privacy, the GDPR will likely apply to any company that conducts business in Europe and/or collects or processes the personal data of residents of the EU member states, irrespective of where in the world the company is located.

The GDPR was approved by the European Parliament on April 14, 2016, with enforcement to begin on May 25, 2018. Once effective, it will replace the EU Data Directive. Unlike its predecessor, the GDPR does not require EU member states to pass any enabling legislation. Therefore, it is directly binding and applicable to businesses subject to the law. Several of the more significant features of the GDPR are highlighted below in the context of customer transactions:

- **Wide Scope**. The GDPR will apply to and impose new obligations on "data controllers" – persons or entities that determine the purpose, conditions, and means of processing personal data – and "data processors" – persons or entities that process personal data on behalf of the data controller. Under the GDPR, non-EU based franchisors and franchisees, and the third party companies they use to process this data, could be deemed data controllers and/or data processors to the extent they collect, maintain, and share data related to EU customers including, for example, vis-à-vis customer analytics data and customer loyalty programs.

- **Consent**. The GDPR contains more stringent rules regarding the quality of consent that companies must obtain from customers. For businesses, customer consent must be given by a statement or a clear affirmative action, and the data controller must be able to show that the consent was given. The customer must be able to withdraw his or her consent easily and at any time. Moreover, companies must obtain express consent from customers to share their personal data with third parties. They must also notify those third parties about any changes to the customer's consent.

- **Customer Access to Data and Privacy Notices**. Data controllers must readily provide any information they possess on a customer, free of charge, and within one month of the customer's request for the information. They must also follow and adhere to rules which mandate that data controllers delete or allow customers to delete their information on request. The GDPR also strengthens current requirements regarding the content of privacy notices to customers about how their personal data will be processed.

- **Data Protection Officers**. Certain types of data controllers or data processors must appoint or hire one or more "data protection officers" where data processing is a core activity and where sensitive data is processed on a large scale.

- **Data Breach Notification**. Data controllers must notify the competent supervisory authority of a data breach without undue delay and, in most instances, no later than 72 hours after discovery of the breach. If more than 72 hours elapses from the discovery of the breach to the notification, the notification must indicate the reason for the delay. If the breach is likely to result in a high risk to the rights and freedoms of customers, the data controller must also inform the customers subject to the breach without undue delay, unless an exception applies. Data processors must notify data controllers without undue delay after becoming aware of the breach. Notably, the GDPR fails to define high risk in this context.

- **Cross Border Transfers Still Restricted.** Under the current EU Data Directive,

GRAY PLANT MOOTY

the transfer of personal data to a location outside the EU remains restricted, unless the company adheres to the EU-US Privacy Shield and/or other applicable data protection and privacy rules.

- **Fines for Noncompliance and Potential Suits**. The GDPR allows new fines and penalties for potential violations. For example, violations of certain requirements, such as those for consent or cross border data transfer restrictions, can be up to the greater of 20 million Euros or four percent of a company's total worldwide annual turnover for the preceding fiscal year. Other violations may result in fines up to the greater of 10 million Euros or two percent of the company's turnover. Customers also have right to participate in class action lawsuits and seek judicial relief against noncompliant data controllers and data processors.

GRAY PLANT MOOTY

Minneapolis, MN Office

Elizabeth S. Dillon, co-chair (612.632.3284)
Megan L. Anderson (612.632.3004)
* Sandy Y. Bodeau (612.632.3211)
Phillip W. Bohl (612.632.3019)
Jennifer C. Debrow (612.632.3357)
* Danell Olson Caron (612.632.3383)
Lavon Emerson-Henry (612.632.3022)
Ashley Bennett Ewald (612.632.3449)
John W. Fitzgerald, co-chair (612.632.3064)
* Olivia Garber (612.632.3473)
* Michael R. Gray (612.632.3078)
* Kathryn E. Hauff (612.632.3261)
* Karli B. Hussey (612.632.3278)
Gaylen L. Knack (612.632.3217)

Kirk W. Reilly, co-chair (612.632.3305)
* Raymond J. Konz (612.632.3018)
* Richard C. Landon (612.632.3429)
* Craig P. Miller (612.632.3258)
Bruce W. Mooty (612.632.3333)
Kevin J. Moran (612.632.3269)
Ryan R. Palmer (612.632.3013)
Daniel J. Ringquist (612.632.3299)
Max J. Schott II (612.632.3327)
Michael P. Sullivan, Jr. (612.632.3350)
James A. Wahl (612.632.3425)
Lori L. Wiese-Parks (612.632.3375)
* Quentin R. Wittrock (612.632.3382)

Washington, DC Office

* **Mark A. Kirsch, co-chair (202.295.2229)**
* Samuel A. Butler (202.295.2246)
* Julia C. Colarusso (202.295.2217)
* Maisa Jean Frank (202.295.2209)
* Jan S. Gilbert (202.295.2230)
* Peter J. Klarfeld (202.295.2226)
Sheldon H. Klein (202.295.2215)
* John J. McNutt (202.205.2227)
* Iris F. Rosario (202.295.2204)

* Justin L. Sallis (202.295.2223)
* Frank J. Sciremammano (202.295.2232)
* Erica L. Tokar (202.295.2239)
Stephen J. Vaughan (202.295.2208)
* Diana V. Vilmenay (202.295.2203)
* Eric L. Yaffe (202.295.2222)
* Carl E. Zwisler (202.295.2225)
Robert L. Zisk (202.295.2202)

**** Wrote or edited articles for this issue.***

For more information on our Franchise and Distribution practice and for recent back issues of this publication, visit the **Franchise and Distribution** Practice Group at http://www.gpmlaw.com/Practices/Franchise-Distribution.

Follow us on Twitter: @GPM_Franchise

GRAY PLANT MOOTY

80 South Eighth Street
500 IDS Center
Minneapolis, MN 55402-3796
Phone: 612.632.3000

600 New Hampshire Avenue, N.W.
The Watergate – Suite 700
Washington, DC 20037-1905
Phone: 202.295.2200

franchise@gpmlaw.com

GP:4844-0090-7610 v1