



February 12, 2004

Contractual Jury Waiver Clauses Ruled Unenforceable

This past Tuesday the Court of Appeal in San Francisco issued a decision that invalidates contractual jury waivers. In brief, the Court held that section 631 of the California Code of Civil Procedure, which specifies various ways in which a party waives trial by jury in civil matters, is the sole means for waiving a jury. Since section 631 does not provide for predispute contractual waivers, such waivers are unenforceable. *Grafton Partners LP v. Superior Court*, 04 C.D.O.S. 1167 (February 6, 2004.)

Since there is a 1991 decision from the Court of Appeal in Los Angeles that goes the other way, it is all but certain that the California Supreme Court will grant review and decide the issue.

Interestingly, another California Court of Appeal has recently also held that contractual VENUE selection clauses are unenforceable. Probably another task for the California Supreme Court.

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