Appellate Division Does Not "Waiver" - Recent Decision Provides Guidance on the Enforceability of Jury-Waiver Agreements in NJ

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Jury trials are both expensive and unpredictable. To avoid the unnecessary exposure and expense that result from such trials, many employers require their employees to sign agreements that include a waiver of their right to a jury trial (instead, requiring the dispute be decided by a judge or arbitrator). In response, courts have struck down such provisions when they are overly broad or lack specificity. A recent Appellate Division decision, *Noren v. Heartland Payment Sys., Inc.*, No. A-2651-13T3 (N.J. Super. Ct. App. Div., Feb. 6, 2017) (available here), provides further guidance on the enforceability of jury-waiver provisions.

To read the full article, please click here.