

Forum-Selection Clause in Employment Agreement Enforced in Title VII Case

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An employee signed an employment agreement with her employer. The agreement set the terms and conditions of the employee's employment and included the following forum-selection clause: "The parties agree that all claims or causes of action relating to or arising from this Agreement shall be brought in a court in the City of Richmond, Virginia." The agreement also included a choice of law provision designating Virginia law as controlling. Subsequently, the employee was terminated and she sued in Florida. The employee alleged that the employer unlawfully terminated her after she announced that she was pregnant, and that she was fired in retaliation for objecting to her employer's unlawful conduct. The U.S. Court of Appeals for the Eleventh Circuit dismissed the employee's claims because they were brought in an improper venue. The court held that all claims arising directly or indirectly from the employee's employment relationship with the employer had to be brought in a court in Richmond due to the forum-selection clause in the employment agreement. This case exemplifies how forum-selection clauses allow employers to defend against potential lawsuits in the state they prefer.

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Topics

Discrimination, Title VII, Forum-Selection Clause