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Franchisors Must Act Quickly to Obtain Injunctive Relief on Non-Competition Covenants

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A recent case from the U.S. Eighth Circuit Court of Appeals reaffirms the important principle that a franchisor, or any business, that seeks a preliminary injunction to prevent harm from a covenant breach must act quickly. The case is *Novus Franchising, Inc. v. Dawson*, -- F.3d ---, 2013 WL 3970250 (8th Cir. 2013).

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Doing Business in Florida – A Not-So-Personal Endeavor

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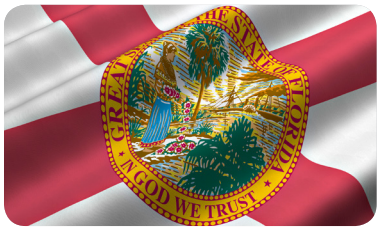

Out-of-state franchisors seeking to do business in Florida face location-specific challenges, ranging from the selection of potential franchisees and markets to compliance with the Florida Sale of Business Opportunities Act. Many activities undertaken by potential franchisors may unwittingly subject them to the personal jurisdiction of the Florida courts, even if the franchisor ultimately abandons a planned franchise without ever granting one in the state. *Mio, LLC v. Valentino's of America, Inc.* provides guidance and much needed clarity to potential franchisors seeking to do business in Florida. In particular, the case details which activities do–and more importantly, which do not–subject out-of-state franchisors to the personal jurisdiction of Florida courts.

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Marriott to Face Trial in Maryland Over Terrorist Bombing in Pakistan

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The U.S. Fourth Circuit Court of Appeals recently reversed a Maryland U.S. District Court decision to dismiss a wrongful death suit brought against Marriott International based on a terrorist bombing that occurred at a franchised hotel in Pakistan. Based on this ruling, Marriott will now have to defend the suit in Bethesda, Maryland, where Marriott's headquarters are located.

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Greetings From Hospitalitas

Hospitalitas is the Baker Donelson newsletter for our clients and friends in the hospitality industry – hotels, restaurants and their suppliers. It is published several times a year when we believe we can deliver first-class, useful information for your business. Please send us your feedback and ideas for topics you would like to know more about. True to our Southern heritage of hospitality, we'll work hard to make each visit with us something special and worth repeating.

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Six Lessons for Franchisors on Avoiding Liability Under Title VII

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Restaurant franchisor Buffalo Wild Wings, Inc. (BWW) and Buffalo Wild Wings International Inc. were sued in Arizona on charges of Title VII violations. Angela Courtland, who worked as a bartender and server at a Buffalo Wild Wings restaurant in Surprise, Arizona, asserted that she was subjected to sexual harassment. The franchised location was owned by GCEP-Surprise, LLC. Ms. Courtland alleged that she was subject to sexual discrimination, harassment and retaliation by the restaurant's general manager and an assistant manager.

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Is Your ADR Clause Enforceable?

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A number of recent court decisions have addressed the enforceability of contract clauses that call for alternative dispute resolution procedures instead of traditional courtroom litigation.

While not in the franchise context, the U.S. Supreme Court's recent decision in *American Express v. Italian Colors Restaurant* guides drafters of arbitration clauses. The court attempted to clarify concerns and confusion that had arisen in response to its earlier decision in *AT&T Mobility, LLC v. Concepcion*. After that decision was handed down, a number of lower courts had interpreted the case to mean that if a plaintiff could show that it would not be economically feasible to pursue certain statutory rights, especially consumer protection rights and Title VII and other federally protected employment rights, then the arbitration clause would be deemed to be "unconscionable" and unenforceable.

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Franchisors Must Act Quickly to Obtain Injunctive Relief on Non-Competition Covenants, *continued*

Novus operates automotive glass repair franchises and its principal place of business is in Minnesota. Michael Dawson purchased a Novus franchise in Virginia for two counties, including the Richmond metropolitan area. The 2008 franchise agreement included a non-compete covenant. Essentially, the covenant provided that "you, your Owners, the Personal Guarantors, and the members of your ... immediate families will not, for a period of two years after the termination or expiration of this Agreement, ... own, operate, lease, ... conduct, engage in, consult with, be connected with, have any interest in, or assist any person or entity engaged in" a business that is in any way competitive with or similar to the "Business" if that business is located within your area of primary responsibility.

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Franchisors Must Act Quickly to Obtain Injunctive Relief on Non-Competition Covenants, *continued*

In October 2010, Dawson stopped paying royalties he owed under the franchise agreement. Four months later, in February 2011, Novus sent him a Notice of Default letter, informing him he had materially breached the franchise agreement. In October 2011, Novus sent a letter terminating the franchise agreement. Dawson continued to operate an automotive glass repair business which advertised itself as "Novus Glass by CarMike, Inc." Novus filed suit in February 2012 in federal district court in Minnesota asserting a variety of claims for breach of the franchise agreement, conversion of Novus's equipment, trademark infringement and other claims. On March 26, 2012, Novus filed a motion for preliminary injunction seeking (1) to enforce the non-compete covenant and (2) seeking to prohibit Dawson from using the Novus marks and products in his business. The district court granted Novus's motion for preliminary injunction to prohibit Dawson from using Novus's marks and products, but did not grant Novus's motion to enforce the non-compete covenant.

Novus appealed the ruling. The Eighth Circuit Court of Appeals noted that requests for preliminary injunction are analyzed under four factors: "(1) the threat of irreparable harm to the movant; (2) the state of balance between this harm and the injury that granting the injunction will inflict on other parties litigant; (3) the probability that movant will succeed on the merits; and (4) the public interest." In refusing to enforce the franchise agreement's non-compete covenant, the district court focused on the irreparable harm factor.

The parties cited several cases about whether it was appropriate to infer irreparable harm from the breach of a valid and enforceable non-compete clause. Dawson argued the 17-month delay between the time he stopped paying royalties and the time Novus sought injunctive relief rebutted any inference of irreparable harm.

The Court of Appeals held "[a]t a minimum, Novus's failure to seek injunctive relief for a period of seventeen months after Dawson quit paying royalties 'vitiates much of the force of [Novus's] allegations' of irreparable harm." Additionally, the court questioned whether the alleged injuries–a loss of customers or goodwill–were really irreparable or whether they could be adequately addressed at trial through damages. Ultimately, the Court of Appeals held the trial court did not abuse its discretion by holding that Novus failed to show irreparable harm and by denying Novus's request for preliminary injunction to enforce the non-compete covenant.

Novus did obtain injunctive relief prohibiting Dawson from using the Novus marks and products in his business, which was to be expected. The court left Novus to prove its damages if Novus is successful at trial. Novus appealed the non-compete issue to the Eighth Circuit to preserve its enforceability in this and other circumstances when the timeline would not be elongated. After all, proving damages in non-competition covenant cases is challenging, and could lead to longer and more expensive litigation.

This case reminds franchisors who seek a preliminary injunction, whether for breach of a covenant not to compete, misappropriation of trade secrets, or trademark infringement, that they should act promptly after the harm begins. The beneficence of enlightened franchisee relations, or benign neglect of franchisee default, produces the predictable but undesired consequence of unenforceable covenants. Courts don't recognize a franchisor's situation, after a 17-month delay, as "urgent" or compelling.

Doing Business in Florida – A Not-So-Personal Endeavor, *continued*

Personal jurisdiction is defined as a court's power over a particular person or item of property. A defendant is subject to general personal jurisdiction if it is engaged in "substantial and not isolated" activity in Florida. Specific jurisdiction, on the other hand, is jurisdiction over causes of action arising from or related to a defendant's particular actions within the state. Personal jurisdiction, in either form, is an essential threshold component of a plaintiff's lawsuit. Because there is not a consistent body of case law in Florida on this issue, activities that may subject an out-of-state franchisor to personal jurisdiction can vary.

In *Mio*, Judge Lazzara, of the U. S. District Court for the Middle District of Florida, highlighted the types of activities that franchisors should undertake with care to avoid unwittingly subjecting themselves to personal jurisdiction in the Florida courts. Valentino's of America, Inc., is a Nebraska-based pizza franchisor. Beginning in 2012, the franchisor was solicited by both Nebraska and Florida residents who expressed interest in opening Valentino's locations in Florida. To that end, the company explored the business opportunities in a new state. It began discussions with multiple Florida residents about the possibility of opening franchised restaurants throughout the state. The franchisor filed a Franchise Exemption Application with the Florida Department of Agriculture & Consumer Services and was assigned an Advertisement Identification Number. The franchisor mailed Franchise Disclosure Documents to the Florida residents and authorized the respective state agencies identified in its FDD to receive service of process on its behalf. The franchisor also reviewed floor plans of potential locations and began communications with two different Florida real estate brokers who submitted proposals and presented options for retail space.

During the course of these explorations of potential franchise locations, the franchisor discovered the plaintiff's similarly named Florida restaurant, "Valentino Pizzeria Trattoria." The franchisor's counsel sent multiple cease and desist letters to the plaintiff alleging trademark infringement, but the plaintiff, refusing to abide by the franchisor's demands, filed suit for declaratory relief.

The District Court ruled that these exploratory and seemingly extensive activities were insufficient to confer personal jurisdiction over the franchisor in Florida. In highlighting important distinctions that precluded the finding of personal jurisdiction, the District Court noted that the franchisor never registered to do business in Florida; did not hold real or personal property within Florida; never consummated a franchise sale within Florida; did not market its franchises within Florida; did not send any representative to scout for locations in Florida; and had no address, P.O. box or telephone number in Florida. Perhaps most importantly, the District Court noted that the franchisor's preparatory activities never resulted in a franchise agreement or preliminary understanding between the parties about a franchise.

The District Court also reasoned that the mere designation of an agent for service of process in an FDD for suits related to the franchise agreement did not constitute the "continuous general business contacts" necessary to support general personal jurisdiction. Similarly, the court held that applying for the exemption application did not satisfy the "substantial and not isolated" inquiry because simply filing the notice without more substantial economic activity is not sufficient. The District Court further held that it could not exercise specific jurisdiction because the underlying suit sought a declaratory judgment

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Doing Business in Florida – A Not-So-Personal Endeavor, *continued*

relating to a trademark infringement claim. The court noted that because the trademark infringement claim asserted by the franchisor did not arise out of the quest to find a location for Valentino's franchises in Florida, there was no nexus that would support the exercise of specific personal jurisdiction.

This case provides valuable guidance for franchisors that are evaluating franchise opportunities in Florida. The ultimate lesson in *Mio* is that, absent an actual contractual or business relationship with a potential Florida franchisee, a franchisor's evaluation of the Florida market and potential opportunities for entry, including compliance with Florida statutory and regulatory requirements, will not subject it to lawsuits in Florida by disappointed franchise applicants or third parties.

Marriott to Face Trial in Maryland Over Terrorist Bombing in Pakistan, *continued*

The bombing event known as "Pakistan's 9/11" occurred at the Marriott Islamabad Hotel on September 20, 2008, when a large dump truck filled with explosives unsuccessfully tried to ram the security gate barrier. The driver initially attempted to detonate the explosives, but only caused a small fire in the cab of the truck. The hotel security staff thought that it was a traffic accident and attempted to find a fire extinguisher to put out the fire in the cab of the truck, so it did not issue any warning to its guests. A short time later the truck exploded, killing 56 people and injuring 266 others.

Among those killed was Albert DiFederico, a former naval officer who was serving as a civilian contractor for the State Department. The wrongful death suit was filed in Bethesda, Maryland, by Mr. DiFederico's widow and their three sons. They did not sue the franchisee, a Pakistani company.

The trial court initially dismissed the case on the basis of the *forum non* conveniens doctrine and held that Pakistan was an adequate and more convenient location to hear the case because of the location of evidence and witnesses. However, this essentially meant that Mary DiFederico and her three sons were without a venue because the statute of limitations had already run in Pakistan.

But the Fourth Circuit reversed and ordered Marriot to face trial in Maryland, giving the plaintiff strong deference to the original selection of Marriott's "legal backyard" as a venue. The court was persuaded that it would be unfair to force the plaintiff to have to travel to the site of the crime, where violence rages on, in order to pursue her claims against Marriott. The court stated that it would be "a perversion of justice to force a widow and her children to place themselves in the same risk-laden situation that led to the death of a family member."

The Fourth Circuit also noted that "to the extent that Americans recognize and utilize the Marriott brand, Americans have a localized interest in resolving a dispute related to Marriott. This is a case of American citizens suing an American corporation. The defendant is a corporate member and employer within the community where this case would be tried."

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Marriott to Face Trial in Maryland Over Terrorist Bombing in Pakistan, *continued*

Thus the case returned to Maryland for a decision based on the merits. The plaintiffs alleged that Marriott was negligent in developing and implementing its anti-terrorism security plan at the hotel and otherwise failing to protect Mr. DiFederico. Specifically, the DiFedericos alleged that Marriott failed "to design and implement a proper and satisfactory security protocol given the history and threat of terrorist activity in the area." The plaintiffs are also claiming that Marriott corporate staff knew the threat level at the hotel and took no action.

Upon remand back to the trial court in Maryland, Marriott filed a new Motion to Dismiss based on the traditional defenses of a franchisor to liability from an event at a franchised location, relying on the franchise agreement and the absence of the franchisor's control over the management of the hotel. They point out that this attack occurred on foreign soil, by international terrorists at a hotel owned and operated by a Pakistani company.

The narrow focus on the adequacy of Marriott's security plans for its franchisee that the plaintiffs adopted to work around the *forum non conveniens* arguments means that the case will turn on how well Marriott planned and instructed its franchisee, given Marriott's apparent notice of the history of violence at the hotel. Does a U.S. franchisor owe a duty to guests of its foreign franchised hotels to compel the franchisee to implement a franchisor-prescribed security plan?

Marriott is taking the position that it was the implementation (or lack thereof) of Marriott's security plan that was the true cause of Mr. DiFederico's demise and since the family has stipulated that they are not pursuing any vicarious liability claims, the case should be dismissed on the merits. Marriott's Motion to Dismiss is currently pending.

We will continue to monitor these proceedings and will report again on any lessons learned from the outcome. The case may open a new legal theory for franchisor liability from incidents at offshore franchises in higher risk locations.

Six Lessons for Franchisors on Avoiding Liability Under Title VII, *continued*

BWW maintains a franchising program that includes more than 470 Buffalo Wild Wings restaurants located across the country, and it also separately owns and operates more than 250 restaurants as corporate-owned locations. In 2007, GCEP entered into a Franchise Agreement with BWW to operate the restaurant where Ms. Courtland was employed, and BWW granted GCEP the right to establish the restaurant and a license to use the Buffalo Wild Wings brand and trademarks in exchange for royalty fees. The agreement stated that GCEP and BWW were independent contractors and that GCEP was an independent business responsible for the control and management of the restaurant. GCEP's responsibilities included the hiring, training, discipline, compensation and termination of all restaurant employees. Finally, BWW performed periodic evaluations of the restaurant to ensure compliance with franchise agreement guidelines. The evaluators did not review employee management and had minimal interaction with non-managerial staff.

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Six Lessons for Franchisors on Avoiding Liability Under Title VII, *continued*

Ms. Courtland alleged that franchisor BWW was liable because BWW was a joint employer and/or its franchisee was its agent and thus vicariously liable to the plaintiff. Ms. Courtland stated she believed she was employed by BWW based upon the fact that restaurant employees were provided uniforms bearing Buffalo Wild Wings trademarks and logos. She also testified to receiving on-the-job training by persons who were identified to her as trainers from BWW's corporate office, and that she was given an employee handbook that contained the BWW logo.

BWW asked the court to dismiss the case, which it did. The court found that BWW was not liable for employment discrimination because BWW was not the plaintiff's employer. Second, the court found that the franchisee, GCEP, was not deemed to be BWW's agent for purposes of establishing vicarious liability.

It also found BWW was not a joint employer with its franchisee GCEP. "Two or more employers may be considered 'joint employers' if both employers control the terms and conditions of employment of the employee." According to the court, a franchisor is not a joint employer unless it has "significant control" over the employment relationship. The court found BWW did not possess such control because the franchise agreement did not provide BWW with the right to hire, supervise or fire employees such as the plaintiff and/or her supervisor. GCEP independently provided all HR training and had sole discretion to determine how its employees were reviewed, promoted and disciplined. Further, the employee agreed that BWW did not compensate restaurant employees and that GCEP was responsible for payroll, scheduling and employee recordkeeping as well as workers' compensation claims and unemployment insurance.

BWW was not vicariously liable under agency theory. To hold a franchisor vicariously liable for the wrongful acts of its franchisee, the franchisor must control or have the right to control the daily conduct or operation. In this case, the restaurant's general manager demoted Ms. Courtland from bartender to server because of her pregnancy and ultimately terminated her in retaliation for reporting sexual harassment by an assistant manager.

The court found that even though BWW required GCEP to maintain the restaurant's plant and signage in a specific manner; use authorized products, ingredients and vendors; and meet health and safety standards on a daily basis with the right of periodic expectations to ensure compliance with the franchise agreement, it did not control the daily conduct of the managerial staff. The court drew a bright line between maintaining strict guidelines as to the presentation and operation of the restaurant versus control over the conduct of the restaurant's employees and staff.

Thus, without any evidence indicating to the court that the franchisor had any control over the hiring, firing or discipline of the store manager, BWW could not be held vicariously responsible for the store manager's conduct.

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Six Lessons for Franchisors on Avoiding Liability Under Title VII, *continued*

Takeaways From This Case

This case presents several teaching points. First, franchisors must resist the temptation to assert control over the employment decisions of franchisees as they review and revise their form franchise agreements. In light of the Buffalo Wild Wings ruling, they should also ask these questions:

1. Is the franchisor involved in paying any salary or withholding, or providing benefits or insurance (such as workers' compensation or unemployment) for workers employed by the franchisee?

2. Does the franchisor provide employee training materials to franchisees?

3. Does the franchisor provide any training materials that cover human resources functions?

4. Does the form franchise agreement allow for the franchisor to influence or command the removal of any of the franchisee's executives, managers or staff?

5. Does the franchisor furnish any form of employee handbook or work rules that cover discrimination, harassment or compliance with any state or federal labor laws?

6. When the franchisor does a site inspection of the franchisee's business, does the evaluation include assessment of the quality of management's supervision or employee conduct?

If the answer to any of the questions above is yes, the franchisor should consider consulting a trusted legal advisor for further advice.

Is Your ADR Clause Enforceable?, *continued*

However, in the *American Express* decision the Supreme Court noted that courts should not infer that class actions are the only available or effective remedy. Not all laws "guarantee an affordable procedural path to vindication of every claim." In short, federal rights can be arbitrated so long as the arbitration agreement allows the plaintiff to pursue his or her underlying rights.

The holding in *American Express* is broadly worded and not limited to the specific antitrust issues involved in that case. As such, it will likely affect other subject areas, particularly in the labor and employment context where class and collective actions are commonplace. The decision also supports the deference given to arbitration agreements and the insistence that courts rigorously enforce their terms.

Several recent local cases have addressed these concerns in a franchise or related context.

For instance, in *Shoney's North America, LLC v. Vidrine*, the U.S. District Court in Nashville forced Shoney's to follow the ADR provisions in its franchise agreements, which require direct negotiations and mediation before a suit can be filed. Shoney's sued to enforce the liquidated damages provisions in several terminated franchise agreements, but the court stayed the cases until Shoney's could specifically demonstrate compliance with its own contracted dispute resolution process.

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Is Your ADR Clause Enforceable?, *continued*

Similarly, in *Launch Fitness, LLC v. GoPerformance Franchising*, 2103 WL 1288253, the U.S. District Court in New Jersey applying Tennessee law dismissed the case filed by a franchisee and instructed the parties to pursue their claims under the arbitration provisions in the franchise agreement. In this case, the franchisee had actually been instrumental in inserting the ADR provision as a negotiated change to the franchise agreement, and consequently, could not persuade the court that the arbitration provision was unconscionable. The ADR provision enforced by the court stated that "all controversies, disputes or claims between us and you arising from this Franchise Agreement or the franchise relationship set for in this Agreement will be submitted to binding arbitration conducted in Nashville, TN Metropolitan Area."

However, in *Brown v. Consolidated Restaurant Operations, Inc.*, the U.S. District Court in Nashville refused to enforce an arbitration provision that was built into the employer's employee handbook. Consolidated Restaurant Operations, which has 115 restaurants under eight different brand names, had inserted an arbitration provision in its handbook and confirmed each employee's commitment to such procedures through a signed acknowledgement. The plaintiff, Kathy Brown, a non-exempt hourly employee at an El Chico restaurant in Nashville, claimed that she was required to purchase and launder her work uniform at her own expense without reimbursement, thus lowering her hourly wage below permissible levels under the Fair Labor Standards Act. Ms. Brown also sued on behalf of herself and other similarly affected employees for the last three years.

Because Consolidated could not produce a copy of the acknowledgment signed by Ms. Brown, the case was permitted to proceed on a class action basis. Consolidated has been ordered to provide plaintiff's counsel with the names, last known addresses and telephone numbers of its current and former employees (at any of its restaurants) for three years prior to the filing of Ms. Brown's action and also to provide notice with non-exempt employees' paychecks and post a notice about the class action in employee break rooms.

An arbitration clause was also invalidated in a recent decision from the U.S. Sixth Circuit Court of Appeals because the court found that the parties' agreement, as a whole, was illusory and part of an illegal pyramid scheme. In *Day v. Fortune Hi-Tech Marketing*, the "marketing" agreement contained an arbitration clause that included a provision that stated that the agreement could be modified at any time within the sole discretion of the defendant. Because the defendant retained the ability to modify any term of the contract, at any time, its promises were deemed illusory. As a result, the court found the contract lacked consideration, and therefore, the entire agreement, including the arbitration clause, were void and unenforceable. The plaintiff's complaint, which included allegations of violations of the Racketeer Influenced and Corrupt Organizations Act (RICO), consumer protection laws and common law fraud, was permitted to proceed to trial.

All of these recent decisions underscore the need for companies and their counsel to re-evaluate their ADR provisions with some frequency and develop a comprehensive strategy for enforcing their dispute resolution procedures.

Quick Takes

Baker Donelson Among Top 10 on Corporate Counsel's "Who Represents America's Biggest Companies"

Baker Donelson has ranked in the top 10 among a select group of law firms that most often represent the nation's largest corporations, according to the most recent "Who Represents America's Biggest Companies" list, *Corporate Counsel's* annual survey of outside counsel to the Fortune 500 companies.

To compile this list, *Corporate Counsel* surveys legal departments of the Fortune 500 to identify the law firms most widely used by those companies. In the list of law firms with the most total mentions by Fortune 500 companies, Baker Donelson ranked sixth overall in the country with 64 total mentions.

Baker Donelson was ranked third nationally among the law firms most often mentioned as outside counsel in the areas of contracts litigation and torts litigation, and ninth in labor litigation.

"In an effort to make the most of their legal budgets, corporate legal departments have become increasingly selective in choosing their outside counsel, so we are honored that so many of the nation's top companies continue to entrust us with their legal needs," said Ben C. Adams, the Firm's Chairman and CEO. "We are exceptionally proud to serve these organizations."

Firm Ranked Ninth on Vault's "Best Law Firms for Diversity" List

Baker Donelson has been ranked ninth overall for the second consecutive year in Vault, Inc.'s 2014 "Best Law Firms for Diversity" listing. This national ranking includes four separate categories for diversity, with the overall ranking determined by a formula that weighs the four categories evenly.

This is just the latest honor that Baker Donelson has earned for its diversity efforts. The Firm has long been recognized by *MultiCultural Law* magazine on its annual lists of the "Top 100 Law Firms for Diversity" and the "Top 100 Law Firms for Women." Baker Donelson has also earned kudos from the Human Rights Campaign (HRC), achieving a score of 85 out of 100 in HRC's 2013 Corporate Equality Index.

Since the launch of its Diversity Initiative in 2002, Baker Donelson has made significant strides in growing its diverse attorney population, the number of minority shareholders, the recruitment and retention of female attorneys, and the representation of minorities in leadership positions at the Firm.

"We are honored to be included in this listing and are proud that the Firm's dedication to advancing diversity in the legal profession continues to be recognized," said Mark A. Baugh, chair of Baker Donelson's Diversity Committee. "These results are a testament to the importance of an inclusive work environment and it is a significant achievement to be among the top 10 overall firms two years in a row."

Quick Takes, *continued*

25 Baker Donelson Attorneys Named "Lawyers of the Year" by *The Best Lawyers in America*® 2014

Each year, *The Best Lawyers in America*® designates a select group of individuals as "Lawyers of the Year" in high-profile specialties in large legal communities. Only a single lawyer in each practice area and designated metropolitan area is honored as the "Lawyer of the Year," making this accolade particularly significant. Joel Buckberg, co-leader of the Firm's Hospitality Industry Service Team, is among the 25 Baker Donelson lawyers to receive this distinction in 2014. Joel was named Nashville's 2014 Franchise Law "Lawyer of the Year." These honorees are selected based on particularly impressive voting averages received during the exhaustive peer-review assessments that Best Lawyers conducts with thousands of leading lawyers each year.

ABA Forum on Franchising October 15 – 18

Look for Baker Donelson attorneys Joel Buckberg, Gene Podesta, Sara Turner and Shameak Belvitt at the ABA Forum on Franchising October 15 – 18.