

## **USA, Trade Secrets: Wellogix, Inc. v. SAP America, Inc, United States Court of Appeals, Fifth Circuit, No. 15-20184, 12 May 2016**

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The federal district court in Houston did not abuse its discretion in enforcing a forum selection clause between Wellogix, on one side, and SAP America, Inc. and SAP AG (collectively, "SAP") on the other, in holding that trade secret claims brought by Wellogix against SAP were required to be dismissed because they were subject to a mandatory and enforceable German forum selection clause in the parties' agreement, the U.S. Court of Appeals in New Orleans has decided (*Wellogix, Inc. v. SAP America, Inc.*, May 12, 2016, per curiam). SAP did not waive that clause either intentionally or by litigating contrary to the clause in such a manner to prejudice Wellogix. Further, the district court did not err in denying Wellogix's post-judgment motion to dismiss its trade secrets action for lack of jurisdiction.

A full summary of this case has been published on [Kluwer IP Law](#).