Pick one of the most common types of claims in data breach litigation. What steps can companies take (before a breach) to reduce the likelihood of being liable under these causes of action?

Breach of contract is one of the most common claims made by plaintiffs. It occurs due to a party’s failure to fulfill any of its contractual obligations that are defined in a business contract when two of the parties enter the agreement. Depending on the specification, a breach can occur when a party does not perform under the agreement or does not perform at all. The precise elements of breach of contract vary from one state to the other. Nevertheless, most of the contract laws at the state levels are somehow similar since they are created through the adoption of the Uniform Commercial Code. However, plaintiffs must show that a contract does exist between the plaintiff and the defendant, that the contract indicated the defendant's breach of the duty, and the damage was caused to the plaintiff as a result of the breach (Kosseff, 2017).

Companies who enter into a contract to guarantee data security must take various steps to reduce the likelihood of being liable under breach of contract before a breach occurs. Additionally, such measures should provide resistance so that the plaintiff cannot prove breach of contract claims are not part of the agreement between the plaintiff and the defendant. Some of the step that organizations can take to avoid a breach of contract lawsuit include the following (“ways to avoid breach of contract lawsuits…”, n.d.).

1) Contract clarity: Deals with making sure that the company’s contract is clear and uses precise language. It also involves consulting an attorney who is experienced in contract law to be confident on the clearness of the agreement.

2) Following the contract: The company should uphold its responsibility once the deal is active. If the organization learns that it can’t do the task, the agreement may require and amendment. That is, the company should never sign any contract if it believes that it can’t live up to specific tasks.

3) The legality of contract: The contract established by the two parties must exist under the law only. It shouldn’t violate any standards or pave the way for illegal actions to occur.

4) Research: The company should have a good understanding of the parties it intends to enter a contract with. By learning about the other side’s objectives and operation, the organization can take necessary measures and probably anticipate the claims the plaintiff can make.

References

Kosseff, J. (2017). *Cybersecurity Law.* Hoboken, N.J: John Wiley & Sons, Inc.

Ways to avoid breach of contract lawsuits at your company. Espronceda Law Professional LLC. Retrieved from http://alamodivorcelawyer.com/about-us/news-and-updates/page/3/