

United States Court of Appeals For the First Circuit

No. 08-1048

NEW ENGLAND SURFACES, d/b/a DION DISTRIBUTORS, INC.,

Plaintiff, Appellant,

v.

E.I. DU PONT DE NEMOURS AND COMPANY, d/b/a DU PONT,
and PARKSITE, INC.,

Defendants, Appellees.

ERRATA

The opinion of this Court, issued on September 23, 2008, should be amended as follows:

On page 18, lines 8 and 9, replace Baybutt Constr. Corp. v. Commercial Union Ins. Co., 455 A.2d 914, 918 (Me. 1983), with Schroeder v. Rynel, Ltd., Inc., 720 A.2d 1164, 1166 (Me. 1998).

On page 18, footnote 5, lines 5 through 8, replace "Modern Computer Sys., Inc. v. Modern Banking Sys., Inc., 858 F.2d 1339, 1342-45 (8th Cir. 1988) (agreement to apply Nebraska law to franchise agreement would not abrogate franchisee's right to protection under Minnesota Franchise Act)" with "Colt Indus., Inc. v. Fidelco Pump & Compressor Corp., 700 F. Supp. 1330, 1333 (D.N.J. 1987) (agreement to apply New York law to franchise agreement did not abrogate franchisee's right to protection under Connecticut and New Jersey Franchise Acts), aff'd, 844 F.2d 117 (3d Cir. 1988)."

On page 18, line 13, and on page 19, line 4, replace "forum selection" with "choice of law".

On page 18, continued to first line on page 19, delete "state precedent".

On page 19, line 1, replace "is" with "has been".

On page 19, replace "does Delaware have "a materially greater interest" than Connecticut in whether NES may be terminated without cause?" with "does Connecticut have "a materially greater interest"

than Delaware in whether NES may be terminated without cause?"

On page 19, lines 2 and 3, replace "Pepe v. GNC Franchising, Inc., 750 A.2d 1167, 1168 (Conn. Super. Ct. 2000)" with "B & E Juices, Inc. v. Energy Brands, Inc., No. 3:07CV1321, 2007 WL 3124903, at *11 (D.Conn. Oct. 25, 2007)".