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ILLINOIS STATE BAR ASSOCIATION

The Corporate Lawyer

The newsletter of the Illinois State Bar Association's Section on Corporate Law

Workplace time bombs

By Peter LaSorsa

Most companies work diligently to draft guidelines for workplace conduct and policies that address everything from sexual harassment to use of company computers and property. They do this for many reasons including an attempt to limit the liability they may be subjected to if someone were to file a sexual harassment complaint or other claim of discrimination. In this article I will attempt to address what I consider to be other potential "time bombs" that are in place at many companies and just waiting to explode into lawsuits.

In my previous life I worked as an attorney for a Dow 30 Corporation that had a very conservative culture. The corporation took sexual harassment and other forms of discrimination very seriously and had policies in place to address such conduct. On most days I would eat in the cafeteria with fellow employees. The cafeteria held probably 500 to 1,000 people at one time and came equipped with perhaps six to 10 television sets positioned so you could see and hear the television from all parts of the cafeteria. The televisions were usually set to CNN or another 24-hour news station. A funny thing would happen each lunch hour—CNN would end with a clip showing supermodels, usually half-naked strutting down the runway. I could usually tell by the looks of

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Licensing: The simplest form of collaboration is not so simple

By William H. Venema

This article will address the simplest form of business collaboration: licensing.

General considerations

Generally, licenses are contracts that allow a person or entity (the "**licensee**") to use the property of another (the "**licensor**"). Licenses often involve intellectual property, and when they do, their characteristics include:

- A limited right to use the intellectual property,
- Little access to the knowledge source (*i.e.*, the licensor), and
- The application of a "packaged solution," rather than a customized one.

In deciding whether to enter into a licensing arrangement, the parties should weigh the advantages of using licensing as a means of collaborating over the disadvantages and then use that analysis to compare licensing with the other ways the parties could collaborate. Obviously, a party's perspective affects that analysis. In particular, the advantages and disadvantages the licensee experiences will be different from those of the licensor.

The licensee's perspective

For licensees, the principal advantage of a license (typically referred to as a "**license-in**") is

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***(Notice to librarians:** The following issues were published in Volume 47 of this newsletter during the fiscal year ending June 30, 2009: July, No. 1; September, No. 2; October, No. 3; December, No. 4; February, No. 5; April, No. 6; May, No. 7; June, No. 8).*

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Workplace time bombs

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the females eating that they weren't thrilled with what was on the television set. I often wondered to myself what would happen if an employee had a poster in his office of one of the women, half-naked just like what was being shown on television. My guess is the employee would be disciplined at best and the poster would be taken down.

My larger question—How is showing this type of image to everyone in the cafeteria not offensive and discriminatory, but if the same images were on an employee's office wall they would somehow be offensive and subject to discipline? I have no idea if CNN still shows the runway models each lunch hour but I believe this illustrates what may be a hidden time bomb for companies. This scenario presents two problems. First, female employees could claim this subjects them to sexual harassment and illustrates a good-old-boy culture. As a plaintiff's attorney who concentrates on sexual harassment cases, my eyes get big thinking of how nice it would be to blow up these pictures and hand them to the CEO or Human Resource Manager on the witness stand and have them explain how this doesn't subject their female employees to sexual harassment.

The second problem is for those male employees that do engage in sexual harassment at work, this type of corporate behavior may give the employee an out. A good lawyer would argue that the conduct of the employee being accused of sexual harassment is not as severe or offensive as what is being broadcast to the entire corporation each lunch hour. Additionally, the man accused of sexual harassment could claim that it was the lingerie-clad models strutting down the runway that he was viewing at lunch that got his brain thinking in a manner not consistent with work and therefore the corporation set the events in motion by its behavior.

My main point here is that it would be prudent for someone at a corporation to view what is being shown on television to employees and make sure the content is appropriate. Most corporations filter their computer networks so employees can't view this type of material, so why show it at the cafeteria?

Another time bomb that I believe is sitting hidden at most companies are the use of text messaging on company phones. Ask the average employee—even management employees—if once they delete a text message does it stays deleted and they will say yes.

However, even after you delete a text message it still resides on your phone and can be retrieved. How long it stays on your phone depends on the memory capacity of the phone and how many other text messages are sent, received and deleted. The problem with text messages is they tend to be short, quickly sent and may have more casual overtones than an e-mail. That is, someone is more likely to send something that could be seen as not business-appropriate.

Additionally another problem may arise with the issue of spoliation of evidence regarding text messages. Once a company is put on notice of pending litigation, for this example let's say there is a sexual harassment claim, the company has a duty to preserve evidence. Most companies would send out a litigation hold on e-mails and written documents and files, but how many confiscate the phones of all involved? If you don't take the phone and only check the text messages that still visibly reside on the phone, in my opinion you are subjecting yourself to spoliation of evidence claims. By allowing the person to use the phone after you check it for messages, the person will be deleting those messages that were deleted but still retrievable with special software. By the time opposing counsel gets the phone there will be no messages to retrieve that relate to the litigation and a good attorney would make an argument for spoliation.

I believe a litigation hold should include taking all phones from people involved and securing them until the matter is concluded. These are two time bombs which I believe exist in most companies and which should be addressed. ■

Peter M. LaSorsa is a solo practitioner concentrating in civil matters; namely wrongful death, personal injury and sexual harassment cases. Pete is the Vice Chair of the ISBA Corporate Law Departments Section Council, ISBA Committee of Legal Technology, ISBA Federal Civil Practice Section, ABA Standing Committee on Technology and Information Systems and Peoria County Bar Association Publications Committee. Pete is a former corporate attorney with Caterpillar Inc. Peter may be reached at pmllaw@yahoo.com or by visiting lasorsalaw.com.

Licensing: The simplest form of collaboration is not so simple

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that it allows the licensee to use proven technology in its business in exchange for the license fee, rather than incurring the full cost of developing and maintaining the technology. If the licensee's business is relatively complex and involves a variety of different technologies, which would be difficult and costly for the licensee to develop on its own, then the licensee will probably need a number of "licenses-in."

The principal disadvantage of licenses-in is that they can cause the licensee to become technologically dependent on the licensor, which could lead to a variety of problems when the license is renewed. The licensor could use its leverage to negotiate better license terms. Or, if another party has offered the licensor more money in exchange for an *exclusive* license, then the licensor might refuse to license the technology to the licensee at all. Even if the license-in is a perpetual license, which does not need to be renewed, the licensee is still at risk. The licensor could license the same technology to one or more of the licensee's competitors, thereby giving them the same competitive advantage that the technology provides to the licensee. In addition, the licensor could fail to maintain or update the technology, thereby diminishing its value.

The licensor's perspective

From the Licensor's perspective, a license is referred to as a "**license-out**." The principal advantage of a license-out is that it allows the licensor to realize a return on its technology without incurring the expense involved in actually manufacturing, marketing, distributing, and selling a product. If a licensor has technology that is unrelated to its core business, then it can use a license-out to realize some value from the technology, without being distracted from its core business. Licenses-out can also be employed with technologies that have little value by themselves and must be combined with other proprietary technologies, in order to create a complete product.

The disadvantages of licenses-out depend upon how they are being used. If the licensor is licensing the technology in exchange for receiving a royalty based on sales of the products that incorporate its technology, then the licensor is, to some extent, dependent upon the licensee to make the sales and to be honest in reporting the sales revenue. To protect itself, the licensor can establish certain sales goals that the licensee must meet in order to keep the license and can include special audit rights in the license agreement to ensure that the licensee is accurately reporting its sales revenue. The licensor is also dependent upon the licensee to make quality products with its technology. To the extent the public knows that the licensor's technology is in a product, the licensor will want to ensure that the licensee adheres to certain quality standards so that the licensor's reputation is not damaged.

Typical terms found in a license agreement

Parties to the License Agreement

It is important to identify the parties to the license agreement and to be clear concerning whether the licensee may allow its affiliates to use the technology being licensed.

Scope of the License Grant

The granting clause is the most important, because it defines the basic parameters for the license agreement. It identifies the licensed intellectual property and describes where and in what manner the licensee may practice the rights granted. Typical terms specified in the granting clause include:

- Type of rights being licensed;
- Type of license (*i.e.*, exclusive or nonexclusive);
- Territorial scope;
- Field-of-use;
- Improvements / developments; and
- Right to sublicense.

Rights Licensed. The rights licensed depend on the type of intellectual property involved. The chart below sets forth the rights that a licensor can grant with respect to the basic forms of intellectual property.

Type of Intellectual Property	Type of rights licensed
Patents	Right to make, use, and sell the patented subject matter

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OFFICE
Illinois Bar Center
424 S. Second Street
Springfield, IL 62701
Phones: 217-525-1760 OR 800-252-8908
www.isba.org

CO-EDITORS
John L. Ambrogi
311 South Wacker Drive, Suite 2500
Chicago, IL 60606

Lola M. Hale
150 N. Michigan Ave., 35th Floor
Chicago, IL 60601

MANAGING EDITOR/ PRODUCTION
Katie Underwood
kunderwood@isba.org

Postmaster: Please send address changes to the Illinois State Bar Association, 424 S. 2nd St., Springfield, IL 62701-1779.

Trademarks	Right to sell goods or services under a particular mark
Copyrights	Right to copy and distribute copyrighted subject matter, including the right to make derivative works
Trade Secrets	Right to use and/or disclose the subject matter covered by the trade secret

Type of License. An exclusive license prevents the licensor from granting the rights to others. From the licensee's perspective, an exclusive license prevents its competitors from using the intellectual property being licensed. From the licensor's perspective, however, an exclusive license entails greater risk, because the licensor is depending on only one licensee to fully exploit the licensed intellectual property. Accordingly, the terms of an exclusive license will typically include certain protections for the licensor. For example, an exclusive license will typically include require minimum royalty payments and will require the licensee to employ reasonable or best efforts to exploit the licensed property commercially. Exclusive licenses also typically include a termination provision or a provision to convert the license to a nonexclusive license, in the event the licensee fails to meet the requirements of the license agreement.

A licensor that is being pressed to grant an exclusive license might want to suggest a middle ground between total exclusivity and non-exclusivity. A compromise between the extremes of full exclusivity and non-exclusivity could include a license that is exclusive only:

- Within a specific geographic territory,
- Within a given field of expertise, or
- For several a set period of time that is less than the entire term of the license agreement.

If an exclusive license of any sort is being considered, the licensor should ensure that the license agreement unambiguously addresses whether the licensor itself would be precluded from using the intellectual property for its own internal purposes.

Territorial Scope. Unless an express territorial limitation is included in the license agreement, the license grant is assumed to be geographically coextensive with the territorial scope of the intellectual property involved, although the rules with patent licenses are a bit different. For example, if a license refers to a U.S. patent, then the geographic scope of the license might not be limited to the U.S. Some courts have held that a reference to a particular patent relates to the nature of the products covered by the claims, not the geographic scope of the agreement. Consequently, the license would include foreign countries in which patent protection has been obtained, unless the license agreement included specific language to the contrary.

Field of Use. A field-of-use limitation places a restriction on a licensee with regard to the uses that the licensee is permitted to make of the licensed intellectual property. A licensor might use the field-of-use limitation to exercise control over the class of customers to whom the licensee is permitted to sell. For example, in the area of patents, the field-of-use restriction might be used to restrict a licensee to using the patented subject matter only for manufacturing and selling certain products, which would normally be specified in the license agreement.

Improvements / Developments. It is extremely important for the license agreement to address whether the licensee may make improvements or developments based upon the licensed intellectual property. If the licensee is entitled to make improvements and developments, then the license agreement should also specify who owns the improvements or developments. Although the focus of a particular license agreement is usually on the intellectual property involved, the improvements and developments to that property might prove, over time, to be more important than the underlying intellectual property. Addressing the issue of ownership is further complicated by the manner in which the law addresses improvements and developments of various types of intellectual property.

Under copyright law, the creator enjoys an exclusive right to "prepare derivative works based on the copyrighted work." In other words, the creator may change or improve the copyrighted work in a non-trivial way and secure a copyright to that improved work. In addition, the original copyright holder has the sole right to give permission and/or to grant a license to another to make a derivative work on which a copyright can adhere. Without such permission by the original creator, any improvement to the copyrighted work by another party is an infringement of the original holder's copyright.

In contrast to copyright law, patent law does not vest in the original patent holder any right to improvements or derivative inventions. A patent only gives the holder the right to exclude others from the patented invention. Consequently, a new and separate patent can issue for an improvement to an invention. If the patent holder licenses a patent, but fails to address the issue of improvements and developments, then the licensee could design around, or substantially improve, the original patent and secure a new patent on the improvement. In many cases, such improvement patents are "blocked" by the original patent holder; that is, the improvement cannot be exercised without a license from the original patent holder whose technology has been incorporated into the improved patent. At the same time, however, the original patent holder is blocked by the licensee's improved patent from taking advantage of the improvement. The possibility of mutual patent blocking is one of the reasons that a patent licensing agreement should address the issue of improvements.

Right to Sublicense. The right to sublicense allows the licensee to grant outsiders a license to the intellectual property. Nevertheless, even if the licensor agrees to allow the licensee to sublicense the intellectual property to outsiders, the licensor will probably want to qualify the right in some way, such as limiting the sublicensing to a specific geographic territory. The licensee should be aware that even if it has the right to sublicense, it can only sublicense the rights it has been granted and no more.

Term / Termination

The license agreement will either be perpetual or set forth the period that it is effective; that is, the "term." For various reasons, however, one of the parties might want the right to exit from the relationship before the term has expired. This right—the right of termination—comes in several forms.

License agreements typically state that a "material breach" of the license agreement by one party gives the other party the right to terminate. What constitutes a material breach is fact-specific. Consequently, if a party is particularly concerned about a specific risk that could be present in the relationship, it should specify that concern as an event of constituting a material breach. For example,

a licensor might want to state that the licensee's failure to make timely payment of fees or royalties constitutes the licensee's material breach of the agreement.

The right of termination "for convenience" enables a party to terminate the license agreement for any reason or no reason, without having to prove that a breach has occurred. Termination for convenience provisions will normally only apply where there is an ongoing payment obligation by the licensee. The license agreement will usually require a couple of months between the time of the terminating party's notice and the effective date of such a termination. Agreements containing termination for convenience clauses often provide for a payment to the non-terminating party if a termination takes place. The size of such a payment will vary based on when the termination took place, and it will decline in proportion to the amount of time that would have remained of the length of the agreement.

Aside from "convenience" and "material breach," several other occurrences might be considered as a constituting an occasion for termination, such as the non-terminating party's insolvency.

Conclusion

It is impossible to address all of the important issues involved in preparing an appropriate licensing agreement. Nevertheless, I hope that the discussion above has given you some useful information to apply to your next encounter with the simplest form of collaboration, which—as you can see from the discussion above—is not so simple. ■

Bill Venema is an experienced business lawyer whose practice focuses on IT contracts, outsourcing, licensing, joint ventures, mergers and acquisitions, and private equity. He is the author of *The Strategic Guide to Selling Your Software Company: Essential Advice from a Veteran Deal Warrior,* as well as numerous articles on a variety of business law topics.

Are your computer employees exempt from overtime?

By Betsy Johnson, Esq.

In April 2010, the Department of Labor ("DOL") announced a new regulatory and enforcement strategy called "Plan/Prevent/Protect" (http://www.dol.gov/regulations/2010RegNarrative.htm). This new strategy leverages DOL resources across the spectrum of DOL worker protection agencies, including the Wage and Hour Division, and will focus on employer compliance with federal wage and hour laws.

Employers are likely to see a nationwide increase in DOL enforcement proceedings and an increase in individual civil actions and class action litigation involving wage and hour claims. This may be particularly true for technology companies that employ large numbers of individuals in computer-related job functions. Many employers assume that, because these employees work independently and use sophisticated computers and equipment, they are exempt from the overtime and minimum wage requirements of state and federal law.

In many cases, the reverse is true. As such, it is critical that employers determine if they are properly applying the professional and administrative exemptions to employees who work in non-management, computer-related jobs. The proper classification of employees as "exempt" or "non-exempt" remains an active battleground in the wage and hour litigation wars.

Under the Fair Labor Standards Act ("FLSA") and state law, the employer bears the burden of proving that an exemption to the overtime and minimum wage rules apply—establishing exempt status is an "affirmative defense" in wage and hour litigation. The "white collar" exemptions apply to employees who meet the definition of either the "professional," "administrative," or "executive" exemptions. Job titles are immaterial to a determination of exempt status, and the exempt status of each employee is an individualized analysis. The test for determining the exemptions has two components: (1) the "salary basis" test, and (2) the "duties" test.

Computer Professional Exemption

Under the FLSA, there is a special exemption for computer systems analysts, computer programmers, software engineers, and other similarly skilled workers in the computer field. The "computer professional" exemption applies to employees if they (1) are paid at least $455 per week on a salary basis *or* paid on an hourly basis at a rate not less than $27.63 an hour for *each* hour worked, *and* (2) spend the majority (at least 50 percent) of their time performing duties related to advanced systems analysis, design, development, or documentation. More information regarding the computer professional exemption is available at <http://www.dol.gov/whd/regs/compliance/fairpay/fs17e_computer.htm>.

The computer professional exemption does not include employees engaged in the manufacture, repair, or troubleshooting of computer hardware and related equipment. Similarly, employees who spend most of their time troubleshooting or debugging software may not meet the duties test for the exemption. Employees whose work is highly dependent upon, or facilitated by, the use of computers and computer software programs (e.g., engineers, drafters and others skilled in computer-aided design software), but who are not primarily engaged in computer systems analysis and programming or other similarly skilled computer-related occupations are also **not** exempt under the computer professional exemption.

Learned Professional Exemption

Employees who do not meet the test for the computer professional exemption may qualify for the "learned professional" exemption under the FLSA. Computer employees may qualify for this exemption if they (1) are paid at least $455 per week on a salary (they cannot be paid hourly), *and* (2) spend the majority (at least 50 percent) of their time performing duties related to work requiring advanced knowledge (customarily acquired by a prolonged course of specialized education), which is predominantly intellectual in character and includes work requiring the consistent exercise of discretion and judg-

ment in a field of science or learning. More information regarding the learned professional exemption is available at <http://www.dol.gov/whd/regs/compliance/fairpay/fs17d_professional.htm>.

The learned professional exemption is restricted to professions where specialized academic training is a standard prerequisite for entrance into the profession. The best evidence of meeting this requirement is having the appropriate academic degree. However, the exemption may be available to employees in such professions who have substantially the same knowledge level and perform substantially the same work as the degreed employees, but who attained the advanced knowledge through a combination of work experience and intellectual instruction.

Administrative Exemption

Alternatively, computer employees may qualify for the "administrative" exemption under the FLSA if (1) they are paid at least $455 per week (they cannot be paid hourly) on a salary, **and** (2) they spend the majority (at least 50 percent) of their time performing office or non-manual work directly related to the management or general business operations of the employer or the employer's customers, and such employees exercise discretion and independent judgment with respect to matters of significance. More information regarding the administrative exemption is available at <http://www.dol.gov/whd/regs/compliance/fairpay/fs17c_administrative.htm>.

These requirements may seem relatively straight-forward. To the contrary, the administrative exemption is the most difficult exemption to meet. The term "matters of significance" refers to the level of importance or consequence of the work performed. An employee does not exercise discretion and independent judgment with respect to matters of significance merely because the employer will experience financial losses if the employee fails to perform the job properly. Similarly, an employee who operates very expensive equipment does not exercise discretion and independent judgment with respect to matters of significance merely because improper performance of the employee's duties may cause serious financial loss to the employer.

Highly Compensated Employees Exemption

The FLSA recognizes a special exemption for "highly compensated" employees. To qualify for this exemption, a computer employee must: 1) be paid total annual compensation of $100,000 or more (which includes at least $455 per week paid on a salary basis); 2) perform office or non-manual work; and 3) customarily and regularly performs at least one of the exempt duties or responsibilities of an exempt executive, administrative or professional employee. More information regarding the exemption for highly compensated employees is available at: <http://www.dol.gov/whd/regs/compliance/fairpay/fs17h_highly_comp.htm>.

The required total annual compensation of $100,000 or more may consist of commissions, nondiscretionary bonuses and other nondiscretionary compensation earned during a 52-week period, but does not include credit for board or lodging, payments for medical or life insurance, or contributions to retirement plans or other fringe benefits. There are special rules for prorating the annual compensation if employees work only part of the year, and which allow payment of a single lump-sum, make-up amount to satisfy the required annual amount at the end of the year and similar make-up payments to employees who terminate before the year ends.

Illinois and California Law

While Illinois generally follows the federal tests set forth above regarding the exemptions for computer employees, it should be noted that Illinois applies the "long duties tests" established by the pre-2004 amendments to the FLSA regulations (29 CFR Part 541 as in effect on March 30, 2003). In addition, Illinois does not recognize the exemption for highly compensated employees. A comparison of the FLSA and Illinois exemptions is available at: <http://www.state.il.us/agency/idol/news/flsnews.htm>.

It should come as no surprise to California employers that California utilizes a different test for determining the computer and other "white collar" exemptions than is utilized under the FLSA. Employers that are unaware of, or ignore the differences between, California law and the FLSA regarding the exemptions are exposing their companies to significant liability for unpaid overtime, "off the clock" work, meal/rest periods, uniform violations, improper deductions, and recordkeeping violations under California law. A comparison of the FLSA and California exemptions is available at: <http://www.wagehourblog.com/2010/05/articles/california-wagehour-law/california-v-flsa-different-tests-for-the-white-collar-exemptions/>.

Conclusion

The proper application of the FLSA and state law exemptions is no easy task and requires not only an analysis of the statutes and regulations, but also a review of the case law that has developed relating to computer employees. The consequences of misclassification can be very significant to employers' business models and can be very costly. Therefore, we recommend that employers conduct an internal "audit" of the actual job functions of each of their exempt employees to determine if they are truly "exempt" under either the FLSA or state law.

BETSY JOHNSON is a Member of the Epstein Becker & Green's Labor and Employment practice in the Los Angeles office. Ms. Johnson represents employers in all areas of employment and labor law, including wage and hour, discrimination, harassment, employee leaves of absence, and disability issues, and defends management in employment litigation before government agencies and in state and federal courts. Ms. Johnson also provides day-to-day advice to her clients on employment and labor law matters. She is a frequent speaker at employer trade association seminars on various employment law topics.

Upcoming CLE programs

To register, go to www.isba.org/cle or call the ISBA registrar at 800-252-8908 or 217-525-1760.

September

Wednesday, 9/1/10- Teleseminar—Selection and Use of Expert Witnesses. 12-1.

Wednesday, 9/8/10- Teleseminar—Health Care & Estate Planning: Vital Issues at Each Stage of Planning Process. 12-1.

Thursday, 9/9/10- Teleseminar—LIVE REPLAY: Art of the Equity Deal for Startup and Growth Companies. 12-1.

Friday, 9/10/10- Teleseminar—LIVE REPLAY: Art of the Equity Deal for Middle Market Companies. 12-1.

Friday, 9/10/10- Webinar—Advanced Legal Research on Fastcase. *An exclusive member benefit provided by ISBA and ISBA Mutual. Presented by the Illinois State Bar Association. 12-1.

Tuesday, 9/14/10- Teleseminar—Choice of Entity/Form for Nonprofits. 12-1.

Tuesday, 9/14/10- Webinar—Continuing Legal Research on Fastcase. *An exclusive member benefit provided by ISBA and ISBA Mutual. Presented by the Illinois State Bar Association. 12-1.

Thursday, 9/16/10- Chicago, Chicago History Museum—GAIN THE EDGE!® Negotiation Strategies for Lawyers. Master Series Presented by the Illinois State Bar Association. 8:30-4:00.

Thursday, 9/16/10- Live Webcast—GAIN THE EDGE!® Negotiation Strategies for Lawyers. Master Series Presented by the Illinois State Bar Association. 8:30-4:00.

Thursday, 9/16/10- Friday, 9/17/10- Robinson, Lincoln Trail College—Attorney Education in Child Custody and Visitation Matters. Presented by the ISBA Bench and Bar Section; co-sponsored by the ISBA Family Law Section and the ISBA Child Law Section. 8:30-4:30, 8:30-12:30.

Friday, 9/17/10- Live Webcast—The Health Information Technology for Economic & Clinical Health Act: A Brave New HIPAA. Presented by the ISBA Healthcare Section. 10-12.

Friday, 9/17/10- Chicago, ISBA Regional Office—The Health Information Technology for Economic & Clinical Health Act: A Brave New HIPAA. Presented by the ISBA Healthcare Section. 10-12.

Friday, 9/17/10- Chicago, ISBA Regional Office—Hot Topics in Tort Law- 2010. Presented by the ISBA Tort Law Section. 1-4:15.

Friday, 9/17/10- Teleseminar—LIVE REPLAY: Ethics for Business Lawyers. 12-1.

Tuesday, 9/21/10- Teleseminar—Joint Ventures in Real Estate: Structure and Finance. 12-1.

Wednesday, 9/22/10- Teleseminar—Joint Ventures in Real Estate: Operation and Tax. 12-1.

Thursday, 9/23/10- Chicago, ISBA Regional Office—Experts and Litigators on Issues Impacting Children & Custody in Family Law. Presented by the ISBA Family Law Section. 8-6.

Friday, 9/24/10- Teleseminar—LIVE REPLAY: Fundamentals of Exempt Taxation. 12-1.

Friday, 9/24/10- Springfield, Illinois Primary Healthcare Association—Don't Make My Green Acres Brown: Environmental Issues Affecting Rural Illinois. Presented by the ISBA Environmental Law Section. 9-5.

Tuesday, 9/28/10- Teleseminar—Art of the Debt Deal for Startup and Growth Companies. 12-1.

Wednesday, 9/29/10- Teleseminar—Art of the Debt Deal for Middle Market Companies. 12-1.

Thursday, 9/30/10- Teleseminar—LIVE REPLAY: Restructuring Trusts. 12-1.

Thursday, 9/30/10- Chicago, ISBA Regional Office—Recent Developments in State and Local Tax- 2010. Presented by the ISBA State and Local Tax Committee. 8:45-12.

October

Friday, 10/1/10 – Chicago, ISBA Regional Office—Countering Litigation Gamesmanship. Presented by the ISBA General Practice Solo & Small Firm Section, Co – Sponsored by the Federal Civil Practice Section. 9-5.

Friday, 10/1/10 – Live Webcast—Countering Litigation Gamesmanship. Presented by the ISBA General Practice Solo & Small Firm Section, Co – Sponsored by the Federal Civil Practice Section. 9-5.

Tuesday, 10/5/10- Teleseminar—Pre-Mortem Estate and Trust Disputes. 12-1.

Wednesday, 10/6/10- Webinar—Continuing Legal Research on Fastcase. *An exclusive member benefit provided by ISBA and ISBA Mutual. Presented by the Illinois State Bar Association. 12-1.

Wednesday, 10/6/10- Webinar—Virtual Magic: Making Great Legal Presentations Over the Phone/Web (invitation only, don't publicize). Presented by the ISBA. 8-5.

Thursday, 10/7/10- Chicago, ISBA Regional Office—Probate/Estate Administration Boot Camp. Presented by the ISBA Trust and Estates Section. 8:30-4:30.

Friday, 10/8/10- Carbondale, Southern Illinois University, Classroom 204—Divorce Basics for Pro Bono Attorneys. Presented by the ISBA Committee on Delivery of Legal Services. 1-4:45. Max 70.

Friday, 10/8/10- Chicago, ISBA Regional Office—Health Care Reform. Presented by the ISBA Employee Benefits Section; co-sponsored by the ISBA Health Care Section. 9-3.

Monday, 10/11/10- Chicago, ISBA Regional Office—Advanced Worker's Compensation- 2010. Presented by the ISBA Workers' Compensation Section. 9-4:30. ■

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