



FAMILY LAW

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

Chair's column

By Pamela J. Kuzniar

The second amended omnibus rewrite of the IMDMA known as HB1452 is now in the senate. The bill will shortly be amended by the Legislative Review Board ("LRB") for a third time, and the public will have a chance to review the latest version on May 8, 2014 when it is filed and posted on the Illinois General Assembly website. A Senate Judiciary Notice of Hearing is tentatively scheduled for May 13, 2014 at 11:00 a.m. in Room 212 at the Capitol in Springfield, Illinois. If the latest incarnation of HB1452 is scheduled for hearing, this ruins the Mother's day weekend for those of us on the council. I have no idea what the public is expected to do

with a five day time frame let alone our council. Our next meeting is scheduled for the annual meeting; as a result, we will schedule a phone conference after our council has a chance to digest the latest version. I have a bulk order for Tums placed. We will need it.

On a happier note I had a chance to review the materials for our upcoming CLE scheduled for Thursday, May 15, 2014 at the Chicago Regional Office of the ISBA. The materials are phenomenal and I already plan to usurp their brilliance in future pleadings. This CLE titled "It's Not

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Illinois Eavesdropping Statute declared unconstitutional on First Amendment grounds

By Matthew A. Kirsh

On March 20, 2014, the Illinois Supreme Court decided the case of *People v. Clark*, 2014 IL 115776. The Supreme Court held that Section (a)(1)(A) of the Eavesdropping Statute (720 ILCS 5/14-2 (a)(1)(A)) is unconstitutional as a violation of the first amendment to the United States Constitution. Specifically, the Court held that "Section (a)(1)(A) of the Eavesdropping Statute is overbroad because a substantial number of its applications are unconstitutional, judged in relation to the statute's plainly legitimate sweep."

The *Clark* case arose out of two conversations recorded by the Defendant, DeForest Clark. Mr. Clark was involved in a case in the Circuit Court of Kane County when he recorded the two conversations. The first recording was of a conversa-

tion between himself, Judge Robert Janes, and attorney Colleen Thomas in open court. The second conversation recorded by Mr. Clark was a conversation between him and Ms. Thomas in the hallway of the courthouse. Mr. Clark was charged with two counts of violating the Illinois Eavesdropping Statute.

The Illinois Eavesdropping Statute, 720 ILCS 5/14-2(a)(1)(A), states,

(a) A person commits eavesdropping when he:

- (1) Knowingly and intentionally uses an eavesdropping device for the purpose of hearing or recording all

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Chair's column

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Just Family Law" concentrates on ancillary disciplines that impact family law including fraudulent transfer concepts, dissolution issues specific to geriatric parties, the serious malpractice and ARDC discipline issues associated with failure to recognize how immigration impacts family law, bankruptcy and its impact on dissolution cases, and using tort to pick an abusive partner's pocket. Registration is open on the ISBA website.

Last, but certainly not least, if you love

our NOLA seminars get ready to mark your calendars. I am pleased to announce that we obtained approval for another Family Law CLE program in New Orleans. The firm dates are March 19 and 20, 2015. The ISBA is negotiating for group room rates from March 18th through the 22nd and planning for a larger room to accommodate anticipated attendees. Keep an eye out on the CLE Web site for details. ■

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Illinois Eavesdropping Statute declared unconstitutional on First Amendment grounds

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or any part of any conversation or intercepts, retains, or transcribes electronic communication unless he does so

(A) with the consent of all the parties to such conversation or electronic communication.

The Statute goes on to define "conversation" as "any oral communication between two or more persons regardless of whether one or more of the parties intended their conversation to be of a private nature under circumstances justifying that expectation." (720 ILCS 5/14-1(d)).

The statute at issue is a 1994 amendment to the Eavesdropping Act. Earlier cases, specifically, *People v. Beardsley*, 115 Ill.2d. 47 (1986) and *People v. Herrington*, 163 Ill.2d. 507 (1994), held that there must be an expectation of privacy in a conversation in order for the eavesdropping statute to apply. Generally, a party to a conversation with another individual has no expectation of privacy vis a vis the other party to the conversation. As quoted above, the 1994 amendment to the statute specifically eliminated the expectation of privacy requirement. After 1994, the recording of any conversation without the consent of all parties to the conversation is a crime, even if nobody involved in the conversation had any expectation that the conversation would be private.

Mr. Clark attacked the constitutionality of the statute on both substantive due process grounds and first amendment grounds. Because the Court held the statute unconstitutional on first amendment grounds, the substantive due process argument was never reached.

Because the right of free speech is so zealously protected by the law, a Court can declare a statute unconstitutional if it is so overbroad that it has a chilling effect on speech in general, even if it is not unconstitutional as applied to the particular Defendant. In the *Clark* case, the Supreme Court applied the overbreadth doctrine which holds that for its application to be appropriate, "there must be a realistic danger that the statute will significantly compromise recognized first amendment protections of parties not before the court."

The Illinois Eavesdropping Statute is

content-neutral in that it regulates speech without discrimination as to the messenger or the context of the message. In such circumstances, the constitutionality of a content-neutral regulation will be sustained under the first amendment if it advances important governmental interests unrelated to the suppression of free speech and does not burden substantially more speech than necessary to further those interests.

In *Clark*, both the State and Defendant agreed that the Eavesdropping Statute was intended to protect individuals from the surreptitious monitoring of their conversations by eavesdropping devices. While the State's interest in protecting such conversations is legitimate, the statute, as written, essentially criminalizes the recording of all conversations. (The statute does contain certain exceptions to the general rule, almost all of which are law enforcement related.) As the *Clark* court said, the statute "criminalizes a whole range of conduct involving the audio recording of conversations that cannot be deemed in anyway private. For example, the statute prohibits recording (1) a loud argument on the street; (2) a political debate in the park; (3) the public interactions with police officers with citizens (done by a member of the general public); (4) any other conversation loud enough to be overheard by others whether in a private or public setting." As the Court stated, none of these examples implicate privacy interests, yet the statute makes it a felony to record each one.

What does this mean for the practitioners of family law in Illinois? First of all, in general, we do not need to worry about breaking the law every time a client comes into our office with a recording. Once the lawyer establishes that the recording is of a conversation that did not have an expectation of privacy, the lawyer should feel confident that listening to the recording is not illegal.

More importantly, it appears that the pool of admissible evidence to prove a conversation just grew much deeper. Assuming that the legislature enacts a statute that satisfies the first amendment concerns of the *Clark* court, a recorded conversation between spouses will not be subject to a Motion in Limine on the grounds that it was recorded in violation of the Eavesdropping Statute. Currently, the Eavesdropping Statute provides that any conversation recorded in violation

of the statute is inadmissible in any civil or criminal proceeding. (720 ILCS 5/14-5) While this prohibition on illegal recordings will still be applicable, the size of the class of illegal recordings has been greatly reduced.

For our purposes, as practitioners of family law, conversations between spouses are now fair game for recording. Lawyers who do not want their clients' conversations with their spouses recorded may want to consider sending out a letter at the beginning of every case stating that the client has an expectation that every conversation between the client and the spouse is private. The effectiveness of such a letter is certainly questionable and would not do anything to turn an obviously public conversation into a private one.

In the wake of the *Clark* case, the legislature will have to amend the Eavesdropping Statute. All practitioners of family law should keep an eye out for the amended statute and be familiar with its contents. However, the Illinois Supreme Court was very clear that in order to be constitutional, the statute must be drafted to advance the state's interest in protecting private conversations against eavesdropping without criminalizing speech for which there is no expectation of privacy.

As lawyers we must now advise our clients to be especially careful of what they say to their spouses or anyone else for that matter. In this age of cell phones with recording devices, no conversation is safe. A colleague of mine, paraphrasing her grandmother, once said, "If you wouldn't want it on the front page of the *New York Times*, don't say it." After *People v. Clark*, those are words to live by. ■



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Beware of drafting a division of a retirement plan in a Marital Settlement Agreement where there is a disability pension and a retirement pension component

By Anne M. Martinkus

In the recent case of *In Re Marriage of Carter v. Carter*, (2014) IL App (4th) 130475-U, a Rule 23 decision, the trial court entered a Judgment of Dissolution of Marriage which incorporated the terms of the parties' Marital Settlement Agreement. The Marital Settlement Agreement resolved all ancillary issues except for the formula for calculations of Wife's interest in Husband's pension plan.

On April 30, 1996 the trial court entered an Order Regarding Pension Benefits, which provides, in pertinent part, as follows:

4. That Petitioner is entitled to a fractional share of any pension benefits generated under said Champaign Fireman's Pension Fund to be determined as follows: Fifty percent times a fraction, the numerator of which is the number of years during which the benefits accrued under the plan during the marriage of the parties hereto, and the denominator of which is the number of years (seventeen (17) years) during which benefits accrued to Respondent under the plan, multiplied times the gross amount any pension benefit actually received by Respondent upon retirement or under the terms and conditions of the plan.

(Emphasis supplied).

Under the Champaign Fireman's Pension Fund, there are two types of pensions: (1) retirement pension (40 ILCS 5/4-109), and (2) disability pension (40 ILCS 5/4-110). The statutes provide, in pertinent part, as follows:

Section 4-109. Pension.

- (a) A firefighter age 50 or more with 20 or more years of creditable service, who is no longer in service as a firefighter, shall receive a monthly pension of 2 the monthly salary attached to the rank he held by him or her in the fire service at the date of retirement.

Section 4-110. Disability pension-Line of duty.

- If a firefighter, as the result of sick-

ness, accident or injury incurred in or resulting from the performance of an act of duty or from the cumulative effects of acts of duty, is found, pursuant to Section 4-112, to be physically or mentally permanently disabled for service in the fire department, so as to render necessary his or her being placed on disability pension, the firefighter shall be entitled to a disability pension equal to the greater of (1) 65% of the monthly salary attached to the rank held by him or her in the fire department at the date he or she is removed from the municipality's fire department payroll or (2) the retirement pension that the firefighter would be eligible to receive if he or she retired (but not including any automatic annual increase in that retirement pension). A firefighter shall be considered "on duty" while on any assignment approved by the chief of the fire department, even though away from the municipality he or she serves as a firefighter, if the assignment is related to the fire protection service of the municipality.

Husband was eligible to receive his retirement pension in that he was over 50 years of age, and had worked for the Champaign Fire Department well in excess of 20 years. Since Husband had been previously injured, he was also eligible for a disability pension. Husband elected to apply for a disability pension. On March 22, 2012, the Fire Pension Board approved Husband's petition for disability pension effective March 26, 2012. Husband's monthly pension benefit is \$4,538.19.

Husband argued that Wife was not entitled to her share of Husband's disability pension because it did not constitute a retirement pension, and retirement pension interests only were the subject of the April 30, 1996 order. The Trial Court held that Wife was entitled to one-half of the marital portion of Husband's disability pension.

Wife argued that the April 30, 1996 Order regarding pension benefits makes it clear

that Wife is entitled to receive a fractional share of *any pension benefits actually received by Husband* under the Champaign Fireman's Pension Fund. She asserted that there are two condition precedents for Wife to share in Husband's pension. First, she is entitled to her share of pension benefits if Husband retires. Alternatively, she is entitled to her share of pension benefits if Husband receives pension benefits under the terms and conditions of the plan. If either event occurs, Wife is entitled to her share of the pension benefits.

The Order made no distinction between those pension benefits which are deemed "retirement" and those pension benefits which are deemed "disability." There is only one Fireman's Pension Plan at issue that has both a retirement benefit and a disability benefit thereunder.

Accordingly, Wife was entitled to recover under either pension benefit if, in fact, the condition of retirement has occurred. *Webster's Random House Dictionary of the English Language, Second Addition, Unabridged*, defines the word "retirement" as:

1. the act of retiring or the state of being retired.
2. removal or withdrawal from service, office, or business.
3. the portion of a person's life during which a person is retired.
4. a pension or other income on which a retired person lives.

Husband is retired under any of the four subcategories of retirement. Clearly, he is in the state of retirement, and even listed himself on the Champaign Firefighter's Local 1260 website as being retired. He has removed himself from service, and is receiving pension income to live. Accordingly, Wife is entitled to receive her share of any pension benefits which have accrued as a direct result of Husband's retirement.

Alternatively, if the Court were to find that Husband had not retired, the disjunctive phrase "under the terms and conditions of the plan" clearly are meant as a second alternative condition precedent for Wife to receive the benefits. The terms and conditions

of the Plan are those set forth under the statutes at issue which are addressed above, and are those which permit Husband to receive his pension benefits.

The Fourth District Appellate Court had addressed a similar issue in *In re Marriage of Marshall*, 166 Ill.App.3d 954 (4th Dist. 1988). In *Marshall*, Husband and Wife entered into a marital settlement agreement that provided, in pertinent part, as follows:

William Eugene Marshall will not voluntarily take any action to jeopardize the acquisition of his military pension benefits; that at such time as William Eugene Marshall is entitled to receive the military pension, that Frances Marcia Marshall is entitled to receive from William Eugene Marshall one-half of the gross military pensions received by William Eugene Marshall based upon a figure determined by dividing each gross monthly military pension payment by the total number of years of military service of William Eugene Marshall completed in determining that benefit, and by further multiplying the figure obtained by said division by 17 years.

Payments shall commence upon William Eugene Marshall's receipt of the military pension, and payable from month to month thereafter so long as Frances Marcia Marshall shall live. No event, other than the death of Frances Marcia Marshall, shall terminate Frances Marcia Marshall's right to receipt of said payment from William Eugene Marshall or his estate.

Marshall, 166 Ill.App.3d 956-957.

In *Marshall*, Husband was diagnosed as having cancer. The military declared Husband 100% disabled and placed him on the temporary disability retired list. He began receiving disability benefits. Wife claimed that she should receive one-half of the marital portion of Husband's disability pension benefits. Husband's position was that the temporary disability payments are disability payments and not retirement pension benefits; therefore, Wife should not be entitled to receive a portion of his disability pension benefit. The trial court held that his temporary disability payments were actually a retirement pension and Wife was entitled to her share of the benefits.

The *Marshall* court held that:

We find no reason to distinguish

non-preempted regular military retirement benefits from possibly preempted disability retirement benefits as far as contractual provisions are concerned. Preemption does nothing more than create a non-marital status which is regulated by 503(d) of the Act. The non-marital interest can still be contracted away pursuant to section 502 of the Act. (Citations omitted).

Whether the retirement benefits going to the petitioner would include disability retirement benefits must be determined from the intention of the parties. The intention of the agreement must be determined from considering the entire agreement. (Citations Omitted).

The sum petitioner would normally receive under the agreement would be significant. The significance of the amount necessarily implies the importance as a consideration for the original agreement. To allow a technicality i.e. a disability benefit instead of regular retirement pay, to defeat the terms of the agreement could hardly have been the intention of the parties. We conclude that the dissolution agreement can be reasonably interpreted in only one way - the petitioner was going to be paid a percentage of what would be the normal retirement benefits, whether respondent was paid normal retirement benefits or disability retirement benefits. Proper interpretation of the agreement also does not allow the petitioner to share in the portion of disability retirement benefits paid to respondent that exceed what would have been the regular retirement payments.

Marshall, 166 Ill.App.3d 961-962.

The Third District Appellate Court relied on *Marshall* in its decision *In re Marriage of Schurtz*, 382 Ill.App.3d 1123 (3rd Dist. 2008). In *Schurtz*, the parties entered into a marital settlement agreement that required Husband to divide his retirement benefits with Wife. Husband became disabled and unable to work as a firefighter. He applied for occupational disease disability benefits. Husband's application for benefits was approved and he began receiving disability benefits. At trial, he admitted that he may stay on disability forever, but may elect to receive retirement benefits if that becomes

more financially advantageous to him. Husband refused to divide his benefits with Wife. The trial court granted Wife's petition for rule to show cause and to enforce judgment and found that Husband's disability pension was a retirement pension for purposes of the marital settlement agreement.

The Appellate Court concluded that:

However, when an ex-husband is to receive retirement pay and is receiving disability income instead, a settlement agreement providing the ex-wife a portion of retirement benefits can be reasonably interpreted in only one way--the petitioner [should] be paid the percentage of what would be the normal retirement benefits, whether respondent [is] paid normal retirement benefits or disability retirement benefits. *In re Marshall*, 166 Ill. App.3d 954, 962, 117 Ill.Dec. 863, 520 N.E. 2d 1214, 1219 (1988). It is not the label of the payments (i.e. disability or retirement) that controls. See *Marshall*, 166 Ill.App.3d 962, 117 Ill.Dec. 863, 520 N.E. 2d 1219. To allow a technicality, i.e., a disability benefit instead of a regular retirement pay, to defeat the terms of the agreement could hardly have been the intention of the parties. *Marshall*, 166 Ill.App.3d 962, 117 Ill. Dec. 863, 520 N.E.2d 1219.

Schurtz, 382 Ill.App.3d 1126.

The *Schurtz* court reasoned that Husband was eligible for retirement when he began receiving his disability benefits. Husband elected to receive disability benefits. The disability benefits were exactly the same amount as are his age-related retirement benefits. The court indicated that although John's payments were labeled disability payments, they were, essentially, retirement benefits. His disability benefits do not serve as income replacement, but as a replacement for his retirement pension. *Id.* The Appellate Court affirmed the trial court's ruling that Wife was entitled to receive one-half of the marital portion of Husband's disability pension.

The Fourth District in *In Re Marriage of Carter*, (2014) IL App (4th) affirmed the Trial Court's a decision that Wife was entitled to one-half of Husband's disability pension. Although the opinion is a Rule 23 decision, it serves to remind us all of the importance of specificity and clarity in our drafting of Marital Settlement Agreements, and particularly in the complicated area of pension and retirement benefits. ■

Levy honored, honors practice

Section Council Member David Levy was recently honored by the Illinois Chapter of the American Academy of Matrimonial Lawyers at their annual Gala event held on May 3, 2014. David received the Academy's Samuel Berger Award, recognizing lifetime achievement in the family law practice. In his acceptance speech, David offered the following words of wisdom:

Give the world the best you have and the world may resist you every step of the way. Give the world the you have anyway.

What you spend years building can

be destroyed overnight. Build anyway.

A good you do today is often forgot tomorrow. Do good anyway.

Great people with the grandest of ideas can be shot down by the pettiest people with the smallest minds. Think big anyway.

Honesty and frankness make you vulnerable. Be honest and frank anyway.

People really need help yet they may attack you if you do help them.

Help them anyway.

When you do good, people can accuse you of selfish, ulterior motives. Do good anyway.

People can be illogical, unreasonable and self-centered. Love them anyway.

The world may not accept our best efforts on its behalf. Give it your best anyway!

Congratulations to David Levy on this well-deserved award. ■

Upcoming CLE programs

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

June

Tuesday, 6/3/14- Teleseminar—Family Feuds in Trusts. Presented by the Illinois State Bar Association. 12-1.

Wednesday, 6/4/14- Teleseminar—2014 Ethics in Litigation Update, Part 1. Presented by the Illinois State Bar Association. 12-1.

Thursday, 6/5/14- Teleseminar—2014 Ethics in Litigations Update, Part 2. Presented by the Illinois State Bar Association. 12-1.

Thursday, 6/5/14- Lombard, Lindner Conference Center—Real Estate Transactions- Beyond the Ordinary and Mundane and Interactive Ethics and Professionalism Panel Discussions. Presented by the ISBA Real Estate Section. 9-4:15.

Friday, 6/6/14- Live Studio Webcast (room C)—The Do's & Don'ts of the BAIID Machine. Presented by the ISBA Traffic Laws and Courts Section. 12-1.

Friday, 6/6/14- Webinar—Introduction to Fastcase Legal Research. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 1:00.

Tuesday, 6/10/14- Webinar—Advanced

Tips to Fastcase Legal Research. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 1:00.

Tuesday, 6/10/14- Teleseminar—The Perils of Using "Units" in LLC Planning. Presented by the Illinois State Bar Association. 12-1.

Thursday, 6/12/14- Springfield, Old State Capitol- Foundation Hall—What Lawyers can Learn from Lincoln the Circuit Lawyer. 100- 4:15.

Friday, 6/13/14- Teleseminar—Planning for Estates Under \$10 Million. Presented by the Illinois State Bar Association. 12-1.

Monday, 6/16/14- Teleseminar—Successor Liability in Business Transactions: The Risk of Selling Assets But Retaining Liability (Live Replay from 2/11/14). Presented by the Illinois State Bar Association. 12-1.

Monday, 6/16/14- Webinar—Boolean (Keyword) Searches on Fastcase. Presented by the Illinois State Bar Association – Complimentary to ISBA Members Only. 1:00.

Tuesday, 6/17/14- Teleseminar—2014 Estate and Trust Planning Update, Part 1. Presented by the Illinois State Bar Association.

12-1.

Wednesday, 6/18/14- Teleseminar—2014 Estate and Trust Planning Update, Part 2. Presented by the Illinois State Bar Association. 12-1.

Tuesday, 6/24/14- Teleseminar—Sales Agreements: UCC Article 2 and Practical Considerations. Presented by the Illinois State Bar Association. 12-1.

Wednesday, 6/25/14- Teleseminar—Buying and Selling Commercial Real Estate, Part 1. Presented by the Illinois State Bar Association. 12-1.

Thursday, 6/26/14- Teleseminar—Buying and Selling Commercial Real Estate, Part 2. Presented by the Illinois State Bar Association. 12-1.

Friday, 6/27/14- Teleseminar—Attorney Ethics and Disputes with Clients. Presented by the Illinois State Bar Association. 12-1.

Friday, 6/27/14- Collinsville, Doubletree Hotel—Tips of the Trade: Federal Civil Practice Seminar for Downstate Illinois. Presented by the ISBA Federal Civil Practice Section. 8:30-1:00. ■


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