

Qued In

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and Jillian Taylor*



Employment Law Update: Make Sure Your Terminated Employee Actually Knows He's Terminated Or You Could Be On The Hook!

By: Stacey McGlynn Atkins - Chicago, Illinois



Indiana Supreme Court Rules That Ticket "Lotteries" Are Not Illegal Under Indiana Law

By: Stacy Vasilak - Merrillville, Indiana



Indiana Holds Prejudgment Interest Applies To UIM Benefits

By: Teresa Mysliwy - Merrillville, Indiana



Indiana Court of Appeals Rules On Statute of Limitations for Worker's Compensation Medical Provider Claims

By: John Halstead - Merrillville, Indiana

Recent Case Successes

- Q&H Wins Federal Case Where Client Municipality Sued By Hells Angels
- Seventh Circuit Affirms Dismissal of \$80 Million Putative Class Action
- Hamer Obtains Summary Judgment in Large Personal Injury Claim
- Guolee Assists Skokie Park District on Use Agreement With The Talking Farm

News/Community Involvement

- Keleher Joins Illinois Predator Accountability Act Effort and Appellatology Group
- Q&H Welcomes Two New Associates

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Employment Law Update: Make Sure Your Terminated Employee Actually Knows He's Terminated Or You Could Be On The Hook!

By: Stacey McGlynn Atkins - Chicago office

A recent Seventh Circuit opinion, *Moore v. Vital Products, Inc.*, Nos. 09-1527 & 09-1537 (May 25, 2011), provides guidance to employers faced with legal action filed by former employees who have essentially "abandoned" their employment position.

Raymond Moore was hired on August 16, 2004 as a driver technician for Vital Products, Inc., delivering and installing durable medical equipment. Prior to beginning his route each day, Moore needed to use the only functioning copy machine at Vital. Unfortunately, the machine was located in the office of Vital's account manager who, according to Moore, would subject him to unwelcome sexual touching and comments, and who furnished his office with sexually explicit items.

Moore complained to his supervisor about the manager's behavior and office décor. The supervisor not only dismissed the complaints but, according to Moore, began his own campaign of harassment by calling Moore racially charged names, questioning his sexuality, and questioning his intelligence. In addition to the conduct of his manager and supervisor, Moore claimed that other employees subjected him to racial and sexual harassment.

In August and September of 2004, Moore wrote several letters complaining of the harassment and left them under the office door of Vital's president (who claimed to have never received them). Moore then requested a grievance from his supervisor – the same one whom he complained harassed him following his complaint about the account manager. Moore did not receive the grievance as requested.

On January 5, 2005, Moore was suspended for poor job performance. After returning from his suspension, Moore was injured at work on February 16, 2005. Moore did not return to work thereafter. Vital completed Moore's injury report on February 28, 2005.

On September 2, 2005, Moore's attorney sent a letter to Vital, asking about his insurance coverage (apparently, it had ceased sometime prior). Vital's president responded, noting that Moore had not paid COBRA premiums and, therefore, had lost his coverage. Attached to this response was a copy of a COBRA notice, dated February 21, 2005, which included language suggesting Moore was no longer an employee of the company. Moore claimed to have never received this letter.

Q&H Wins Federal Case Where Client Municipality Sued By Hells Angels



Congratulations to Chicago office shareholders **Paul O'Grady**, **Larry Kowalczyk**, **Kevin Casey** and **Chris Keleher** in obtaining summary judgment for a municipality and its officials in a First Amendment claim brought by two Hells Angels members. The Hells Angels members claimed the municipality violated their freedom of speech and freedom of association

rights under the First Amendment by allegedly threatening private bar owners with the loss of their business and/or liquor licenses if they served any members of the biker club. The members claimed they were denied entry to various establishments while wearing clothing bearing Hells Angels insignia. The municipality denied any such threats, but did admit to discussing with the various private establishment owners their right to have a "no colors" policy. In granting the Motion for Summary Judgment, the court held that the Hells Angels' insignia was not "protected speech" under the First Amendment, nor was their motorcycle club of a religious or political nature so as to avail themselves of the "freedom of association" prong of the First Amendment. No appeal is expected.

On December 7, 2005, Moore filed an EEOC Charge, alleging retaliation and continuing and ongoing hostile work environment based upon race and gender. Moore did not allege discriminatory or retaliatory discharge; in fact, he alleged he was still employed at Vital. On June 4, 2006, Vital's president drafted, but never sent, a letter to Moore, informing him of an available position within Moore's restrictions.

On February 16, 2007, Moore filed suit in federal district court, alleging hostile work environment based on race and gender, discriminatory discharge, and retaliatory discharge, all in violation of Title VII. Moore also alleged retaliatory discharge in violation of the Illinois Workers' Compensation Act [IWCA].

The district court granted summary judgment in favor of Vital, on the grounds that Moore's claims were time barred (Vital also filed a motion for sanctions, which was denied. That issue is not relevant here and will not be discussed). Moore appealed to the Seventh Circuit and, on May 25, 2011, upheld the dismissal of Moore's Title VII claims and reversed dismissal of his IWCA claim.

In upholding the dismissal of Moore's Title VII claims, the court reiterated the long-standing rule that, in order to bring a Title VII claim, one must file an EEOC Charge within 300 days of the conduct underlying the claim. Moore filed his EEOC Charge on December 7, 2005 (the 341st day of the year). Accordingly, in order to survive summary judgment as to his federal suit, Moore only needed to identify some hostile incident occurred after February 10, 2005 (the 41st day of the year). However, Moore was unable to prove any hostile conduct occurred between February 10 and 16, 2005 (the last day he ever appeared at Vital). The allowed 300 days had passed and dismissal of Moore's Title VII claims was appropriate.

In addition to agreeing that the time-barred Title VII claims were properly dismissed, the Seventh Circuit agreed that Moore's Title VII discriminatory discharge claims were properly dismissed due to the fact that these claims were

not included in his EEOC Charge. Generally, failure to plead a Title VII claim in an EEOC Charge prohibits subsequent pleading of that claim in district court. While Moore clearly alleged a sexually and racially hostile work environment in his Charge, these allegations are not enough to make the EEOC Charge like or reasonably related to his now-asserted discriminatory discharge claims. Accordingly, the district court was correct in dismissing these claims.

While the court could have agreed with the district court's dismissal of the Title VII claims as time barred, it declined to uphold dismissal of Moore's IWCA retaliation claim. Unlike Moore's Title VII claims, the filing time period for his IWCA claim had not yet passed and dismissal by the district court was improper.

Both Moore and Vital disagreed as to whether Moore believed he was discharged from his employment. Moore believed he was still an employee of Vital, just on inactive status. Vital believed that Moore was discharged, having had "abandoned" his job by not returning after February 16, 2005.

According to the Seventh Circuit, this was the wrong inquiry. The question was not whether Moore believed he was still employed by Vital. The only relevant question was whether Moore had actually been discharged.

The Seventh Circuit found that Moore had set forth sufficient facts to create a question as to whether he had, in fact, been discharged. For example, when his counsel inquired approximately 5 ½ months after he last worked about insurance coverage, Vital replied, and suggested, but did not explicitly state, that Moore was no longer an employee. As another example, approximately sixteen months after he last worked, Vital drafted (but did not send) Moore notice of a position within his work restrictions. Per the court, these communications muddled the issue of Moore's employment status and created genuine questions of fact regarding when Vital discharged Moore and whether such action was motivated by Moore's intention to file an IWCA claim. Because of this,

the issue was better suited for a trier of fact, and summary judgment was inappropriate.

Had Vital issued a letter to Moore after three days of him not showing for work, terminating him on the basis that he had abandoned his job, there could not have been any question as to the basis for his ultimate discharge. In order to avoid such a circumstance, employers should strictly enforce and follow their own attendance policies. Application of such policies can assist in defeating claims by disgruntled employees who allege a discriminatory or otherwise nefarious reason behind their discharge.

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Stacey McGlynn Atkins, an associate in our Chicago office, concentrates her practice in municipal liability and employment litigation. Stacey has been selected for inclusion in 2011 *Illinois Rising Stars*, a list published by *Illinois Super Lawyers* magazine.

Stacey has actively practiced in the Circuit Court of Cook County, the United States District Court for the Northern District of Illinois, the Nineteenth Judicial Circuit, Cook County Criminal Court and Domestic Relations, the Police Board, the Illinois Department of Human Rights, the Illinois Department of Labor and Illinois Human Rights Commission.

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Seventh Circuit Affirms Dismissal of \$80 Million Putative Class Action



Brandon Lemley and **Paul Rettberg** recently convinced the Seventh Circuit Court of Appeals to affirm the dismissal of a novel class action lawsuit brought against a suburban municipality. The municipality issues parking tickets which include the owner's name, address, driver's license number, height and weight, among other information. Plaintiff filed a putative class action seeking \$2,500 for each of the estimated 32,000 parking tickets issued in the past several years, alleging that including any information identifying the owner in the parking ticket violated the Driver's Privacy Protection Act ("DPPA").

The DPPA prohibits the disclosure of personal information obtained from a DMV record. However, it allows for some disclosures--when it relates to use by a governmental agency or in initiating a judicial or administrative proceeding, including the service of process. The Seventh Circuit held that although placing parking tickets on windows containing personal information from a DMV record could be considered a disclosure of that information, the disclosure was permitted because a parking ticket itself is service of legal process--which the statute explicitly lists as a permitted purpose.

The case is *Senne v. Village of Palatine, Illinois*, No. 10-3243 (7th Circuit, decided July 11, 2011).

Indiana Supreme Court Rules That Ticket "Lotteries" Are Not Illegal Under Indiana Law

By: Stacy Vasilak - Merrillville, Indiana office

As discussed in a prior issue of Qued In, the Seventh Circuit Court of Appeals asked the Indiana Supreme Court to weigh in on whether the method in which tickets for NCAA events, such as the Men's Basketball Final Four, constituted an illegal lottery. Oral arguments were heard in December after briefing was complete and the Indiana Supreme Court issued its ruling on April 21, 2011.

The NCAA set the face value of the tickets and then people who wished to purchase tickets submitted an application to the NCAA hoping to be given the opportunity to purchase tickets. Each potential purchaser was able to submit only one application, but could submit multiple offers on that one application. At the time the application was submitted, the purchaser had to pay the face value of the tickets in addition to a non-refundable handling fee for each offer made. If the demand for tickets exceeded the number of tickets available, ticket "winners" were selected at random in a process described as a ticket lottery. If an applicant was chosen to receive tickets, the tickets were mailed

overnight. If an applicant was unsuccessful, the price of the tickets would be refunded but the service fee would not. No one received a refund of the handling fee.

The plaintiffs alleged that the NCAA's ticket distribution scheme constituted an unlawful lottery under Indiana law. The Seventh Circuit originally agreed and then, upon considering the NCAA's Petition for Rehearing, vacated its opinion and certified three questions to the Indiana Supreme Court for review. The Indiana Supreme Court, however, only ruled on one of the three questions finding that the other questions were moot, based on its ruling on the first. Specifically, the Indiana Supreme Court only considered whether the plaintiffs' allegations about NCAA's method for allocating scarce tickets to championship tournaments described a lottery that would be unlawful under Indiana law. Because the court held it did not create a lottery, the Indiana Supreme Court did not continue and consider the other two certified questions.

Hamer Obtains Summary Judgment in Large Personal Injury Claim



Lissa Hamer of our Wheaton office recently obtained summary judgment for her client in a case in Winnebago County, Illinois. In the case, Lissa's client was stopped waiting to turn left when he was struck in the rear by the co-defendant, which then propelled Lissa's client across the oncoming lanes of traffic and into the plaintiff's car. Both plaintiff driver and passenger had significant injuries. After the party depositions were completed, Lissa filed her original motion for summary judgment. While the motion was pending, Lissa's client passed away. The co-defendant then filed her own summary judgment motion and pled in the alternative that the Dead Man's Act now applied, such that Lissa's client's testimony regarding being rear-ended was not admissible. The original judge assigned to the case agreed and granted summary judgment to the co-defendant. Plaintiffs then filed an appeal, which found that the co-defendant had no standing to invoke the Dead Man's Act and even expanded the Act to allow use of transcripts at trial or in dispositive motions upon leave of court.

Lissa then filed a revised summary judgment motion that was heard by a new trial court judge. Despite fierce opposition from both plaintiffs and co-defendant claiming there was an issue as to where Lissa's client's car was actually positioned when the impact occurred, Lissa emerged victorious and the case against her client's estate was dismissed.

Under Ind. Code §352-45-5-3, it is a felony to conduct lotteries in Indiana. The Indiana Supreme Court construed the statute strictly upon review because it is a criminal statute and penal in nature. In arriving at its ruling, the court considered not only the definition of lottery as applied in prior case law but also the plain and ordinary meaning of the word. Upon careful consideration, the supreme court determined that the term “lottery”, as used in the statute, meant something other than “any matter determined by chance.” Rather, it adopted the definition used in *Tinder v. Music Operating, Inc.*, 142 N.E.2d 610 (1957), and prior cases.

In *Tinder*, the court held that a lottery was “[a] scheme for the distribution of prizes by lot or chance,” especially “a scheme by which one or more prizes are distributed by chance among persons who have paid or promised a consideration for a chance to win them.” The court reasoned that this definition was used most regularly in Indiana and in the overwhelming majority of American jurisdictions.

In order to qualify as a lottery under this definition, the NCAA ticket distribution method would need to have a prize, chance and consideration. The NCAA simplified its argument in front of the Indiana Supreme Court and argued only that there was no prize. In opposition, the plaintiffs argued that since the handling fee was non-refundable, the winners of tickets received something that was a greater

value than those whose money was refunded. Plaintiffs also argued that winning applicants receiving the overnight delivery of the tickets and the “premium” seats were prizes. The Indiana Supreme disagreed, finding that instead those benefits were paid for through either the service fee or increased ticket prices. The Indiana Supreme Court rejected that argument finding that, since both the winning applicants and the losing applicants did not receive a refund of the service fee, both received the same amount after the blind draw. The successful applicants received a \$150 ticket, the unsuccessful ones received \$150 in cash. Therefore, both groups were treated identically.

The plaintiffs also argued that because the actual issue before the court was whether the Motion to Dismiss should have granted that the mere fact that the plaintiffs alleged that the market value of the ticket was greater than the face value was sufficient to survive the Motion to Dismiss. The supreme court, however, was not convinced by this argument. Rather, the supreme court agreed with Judge Cudahy’s dissent finding that this argument was nothing more than misleading. The supreme court held that the NCAA created the primary market. Until the NCAA issued the tickets, there was no secondary market. At the time the tickets were issued by the NCAA (the primary market), they were only worth the face value. This was the amount realized by the NCAA.

Guolee Assists Skokie Park District on Use Agreement With The Talking Farm



Q&H shareholder **Terrence Guolee** recently represented the Skokie Park District in the negotiation of a novel agreement with The Talking Farm, a local 501(c)(3) non-profit organization dedicated to urban agriculture. This agreement gives The Talking Farm access to a two-acre site near Skokie Park District's Tot Learning Center on Howard Avenue to grow produce using sustainable methods; to offer classes in growing, preserving, and enjoying local foods; and to conduct research relevant to urban agriculture.

The Use Agreement permits The Talking Farm to break ground this year on a 10,000 square foot raised bed demonstration garden. Future plans include larger growing areas, a permanent greenhouse, a small orchard and other gardening areas directed towards fresh, organic produce. Produce from the farm will ultimately be available to local restaurants, schools, farmers’ markets and individuals. Surplus produce will be donated to local food pantries.

Had the NCAA not issued the tickets, there would never be a secondary market. Also, the resale value could not only be above the face value but could also be less than the face value. The event could be undersold, interest in the event could lessen once the competitors were actually determined or the economy could be bad--all of which could decrease the "value" of the tickets to below the face value on the secondary market. The Indiana Supreme Court held that the speculative nature of the secondary market made it an inappropriate consideration in determining the presence of prizes in the case before it.

The supreme court also distinguished the ticket distribution process from lotteries further. The court pointed out that this did not involve a situation where you paid \$1 for a chance to win a substantially greater amount. Rather, you submitted \$150 to attempt to purchase a \$150 ticket. Because of this, it felt that the system did not prey on the poor and their hopes of striking it rich--something the proscription against lotteries was meant to prevent. Rather, in order to submit an application for tickets one had to have the disposable income to be able to pay for the tickets up front. In addition, although one could potentially better their financial position upon selling tickets on the secondary market, the prospect of making money selling tickets on the secondary market was too speculative at the time the applications were submitted.

In rendering its ruling, the supreme court was careful to point out that its opinion did not foreclose prosecution of a person or the bringing

of a civil action in a similar situation where a similarly structured scheme was nothing more than a ruse for a traditional lottery. Rather, it held "that where an event coordinator creates the primary market for event tickets, the fair-market value of the tickets is equal to their face value." Since there was then no prize, there was no lottery.

Under this ruling by the Indiana Supreme Court, it is now clear that, in Indiana, event coordinators for legitimate events such as concerts, sporting events and the like can safely issue tickets using the format that is commonly called a "lottery". Many universities use such a scheme to distribute tickets to alumni because the demand has regularly exceeded the supply of tickets. They can now continue to do so without concern, assuming they follow a similar method as that used by the NCAA.

* * *



Stacy Vasilak, and associate in our Merrillville, Indiana office, concentrates her practice in general litigation and arbitration, with an emphasis in auto and premises liability. She previously obtained experience in first party claims, automobile liability, premises liability, products liability, construction claims, bad faith claims, and insurance coverage. She also has experience in class actions and in drafting appellate briefs for the Indiana Court of Appeals, the Indiana Supreme Court, and the Seventh Circuit Court of Appeals.

Stacey can be contacted via svasilak@querrey.com or at 219-738-1820.

Keleher Joins Illinois Predator Accountability Act Effort and Appellatology Group

Christopher Keleher, a shareholder in our Chicago office has joined a collaborative *pro bono* effort along with attorneys from several other major law firms in Chicago to assist the Legal Aid Bureau of Metropolitan Family Services on implementation of the Illinois Predator Accountability Act and other related legal needs of the victims of sexual trafficking. Chris was also invited to join a national appellate panel called "Appellatology." Appellatology is a select web-based service that puts clients' appellate briefs in front of a panel of retired judges and senior lawyers for review and comment prior to submission. Involvement in this group will benefit Q&H's clients with appellate-level matters.

Indiana Holds Prejudgment Interest Applies To UIM Benefits

By: Teresa Mysliwy - Merrillville, Indiana office

In a matter of first impression, the Indiana Court of Appeals recently decided that an insured was entitled to collect prejudgment interest against her insurer where the ultimate judgment exceeded the underinsured motorist limits. *Inman v. State Farm Mutual Automobile Insurance Co.*, 938 N.E.2d 1276 (Ind. App. 2010).

In 2006, Shinnamon rear-ended Inman's vehicle. Inman subsequently filed suit against Shinnamon for injuries and other expenses. American Family, Shinnamon's insurer, paid its \$50,000 liability limits, and State Farm, Inman's insurance company, consented to the settlement. Inman then amended her complaint to add State Farm and dismiss Shinnamon from the action. Inman had UIM limits with State Farm of \$100,000 per person, and Inman demanded the remaining \$50,000 under her UIM coverage.

Pursuant to Indiana's Tort Prejudgment Interest Statute (TPIS), Indiana Code section 34-51-4-6, Inman submitted a written offer to settle the case for \$50,000 to State Farm on June 14, 2009. State Farm failed to respond and the case proceeded to trial in March of 2010. At trial, the verdict was for \$50,000. Inman then filed her motion for prejudgment interest pursuant to the statute, which the trial court denied.

The appeals court reviewed the wording of the TPIS, which allows a court to award prejudgment interest to any party that prevails at trial in "any civil action arising out of tortious conduct" as long as the terms of the statute are met. In this case, the other terms were all met. Inman argued that it met the terms of the TPIS, and therefore, Inman should be awarded prejudgment interest; however, State Farm argued it was only liable up to the \$100,000 policy limit and no more, since the action was contractual, and not based on tortious conduct.

After State Farm contended that the underinsured motorist claim did not constitute a "civil action arising out of tortious conduct" as required by the statute, the court examined cases from other jurisdictions to conclude that a UIM claim is based on tortious conduct. It reasoned that UM/UIM coverage exists to provide funds to the extent the uninsured or underinsured tortfeasor is not in a position to pay the damages. Since the insurer effectively "stands in the shoes" of the tortfeasor in a UM/UIM case, it should be in the same position as a tortfeasor would be. Because the tortfeasor would be liable for prejudgment interest, the UIM carrier should also be liable.

Q&H Welcomes Two New Associates

Q&H is proud to welcome **Brad R. Schneiderman** and **Peter D. Graham** as associates in its Chicago office.

Brad Schneiderman concentrates his practice in medical malpractice defense, healthcare liability, and premises liability. He has represented hospitals and health care professionals in litigation, both in state court and on appeal. Brad comes to Q&H with previous experience in commercial litigation, bankruptcy and other personal injury matters. He is a 2007 graduate of Chicago-Kent College of Law.

Peter Graham concentrates his practice in construction law and has experience with litigation, mechanics liens, and employment law, as well as in drafting and negotiating contracts among owners, general contractors, and subcontractors. Peter previously worked in the legal department of a general contractor well known for its work throughout the Midwest. Through that experience, he gained a thorough understanding of the current challenges in the construction industry. Peter obtained his J.D., *cum laude*, in 2010 from The John Marshall Law School, where he served as staff editor of The John Marshall Law Review.

State Farm then argued that because it had a \$100,000 policy limit which had been met, an award of prejudgment interest would improperly exceed the policy limit.

The court again examined law from other states as well as the purpose of the TPIS statute. The purpose of the TPIS statute, the court stated, is to encourage settlement and to compensate the plaintiff for the lost time value of money. Further, public policy considerations apply. Since insurers usually have complete control over the litigation and can avoid payment of prejudgment interest by promptly settling claims, the court found that State Farm was liable for prejudgment interest in excess of its policy limits.

The court also explained that its ruling was consistent with a ruling of the Northern District Court and rulings in medical malpractice cases that stated if a defendant has the option to

terminate a dispute at a known dollar figure but refuses to do so, he should bear the cost of the time value of money in the intervening period until resolution.

* * *



Teresa Mysliwy, an associate in our Merrillville, Indiana office, concentrates her practice in subrogation, litigation, and collections. During her legal career, she has handled and/or arbitrated thousands of insurance subrogation disputes. She is also a certified civil mediator in the state of Indiana.

After receiving her law degree, Teresa worked for 11 years for one of the nation's largest insurance carriers. Prior to joining Querrey & Harrow, Teresa was a partner at a large insurance defense firm, and subsequently, a sole practitioner.

Teresa can be contacted via tmysliwy@querrey.com or at 219-738-1820.

Indiana Court of Appeals Rules On Statute of Limitations for Worker's Compensation Medical Provider Claims

By: John Halstead - Merrillville, Indiana office

The Indiana Court of Appeals recently clarified the rights of a medical service provider under the Indiana Worker's Compensation Act in *Indiana Spine Group, P.C. v. International Entertainment Consultants*, 940 N.E.2d 380 (Ind. Ct. App. 2011), upholding a previous decision which held that the statute of limitations applicable to employees did not apply to medical service providers.

In the case, Indiana Spine provided medical services to an employee of IEC after a work-related injury. When IEC failed to pay the full bill, Indiana Spine filed an application for adjustment with the Indiana Worker's Compensation Board. However, the application was filed more than two years after the injury, and IEC filed a motion to dismiss, which was granted by the individual hearing member.

Indiana Spine then applied for review by the full Board and the Board affirmed. The Board

reasoned that the provider's claim was derivative of the employee's claim, and therefore, the same statute of limitations applied to the provider as to the employee (Indiana Code 22-3-3-3).

Indiana Spine appealed to the Indiana Court of Appeals. The Court of Appeals had previously noted in *Indiana Spine Group v. Pilot Travel Centers*, 932 N.E.2d 435, 438 (Ind. Ct. App. 2010), that the Worker's Compensation Act was silent on the question of the statute of limitations applicable to medical service providers and held that the statute did not apply to a medical service provider's claim.

IEC argued that the *Pilot* case was wrongly decided and that medical services should be included within the meaning of the term "compensation" as it is used in the worker's compensation statute of limitations, which states: "The right to compensation under [the

Worker's Compensation Act] shall be forever barred unless within two (2) years after the occurrence of the accident [...] a claim for compensation thereunder shall be filed with the worker's compensation board."

In support of its argument, IEC cited the case of *Colburn v. Kessler's Team Sports*, 850 N.E.2d 1001 (Ind. Ct. App. 2006), where the court rejected the argument of an employee that medical benefits were not "compensation" under the Act.

The court in *Indiana Spine v. IEC* reasoned that "compensation" was distinguishable from "pecuniary liability" and that, what Indiana Spine was seeking was the latter. The court also noted that a medical services provider might provide treatment well past two years after an injury and that it would be unjust to apply the two year statute of limitations in such a case.

Following the holding in *Pilot*, the court held that the time limitation for medical service providers should run from the date of service, not the date of injury. After having decided that the statute of limitations that applies to employees does not apply to providers, the court reasoned that the general statute of limitations applicable to civil cases and found at Ind. Code 34-11-2 should apply. However, the court left open the issue of whether the six-year statute of

limitations for actions on accounts or the ten-year statute for actions not limited by any other statute would apply.

Counsel for medical service providers would be advised, based on the *Indiana Spine v. IEC* holding, that claims should be filed within six (6) years of the date of service. Counsel for employers, on the other hand, should be advised that their pecuniary liability for medical services authorized by the employer may well extend far beyond the two-year statute of limitations applicable to employee claimants.

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John Halstead, an associate in our Merrillville, Indiana office, concentrates his practice in civil litigation, title defense, and mechanics liens. Prior to joining *Querrey & Harrow*, he gained experience as a plaintiff's attorney in personal injury, contract, and estate law, which provides him a view of opposing perspectives in a lawsuit or in a contract dispute.

John is a former law clerk to the Allen Superior Court and interned in the U.S. District Court for the Southern District of Indiana. He was also the director of the Indiana University Protective Order Project.

John can be contacted via either jhalstead@querrey.com or at or at 219-738-1820.

Q&H CHARITIES



Good job by Q&H's team for completing the 2011 Race Judicata 5K charity run/walk along Chicago's lakefront on July 21, 2011. Our team faced temperatures over 100 degrees with high humidity in once again supporting Race Judicata's fundraising for *pro bono* legal services for seniors and the poor throughout the Chicagoland area.

SEMINARS

Medical Records Law in Illinois

Tinley Park, Illinois - August 2, 2011

On August 2, 2011, **Shannon Holbrook** and **Anton Marqui** will present a one-day seminar entitled "Medical Records Law in Illinois" in conjunction with Lorman Education Services. This seminar is designed for medical records directors, health information directors, business managers, office managers, hospital administrators, compliance directors, nurses, social workers, release of records professionals and attorneys.

For more information or to register for this seminar, please visit lorman.com and enter seminar ID 386535.

International Municipal Lawyers Association Annual Conference

Chicago Hilton Hotel - September 11-14, 2011

Chicago office shareholders **Dan Gallagher**, **Terrence Guolee**, **Larry Kowalczyk** and **Paul O'Grady** will each be presenters at the International Municipal Lawyers Association's annual conference in Chicago, Illinois. Our attorneys will present on the following subjects:

Paul O'Grady and Larry Kowalczyk - Offers of Judgment
Terrence Guolee - Attorney Fee Disputes
Daniel Gallagher - Civil Rights of Institutionalized Persons Act (CRIPA) Investigations

To register for this excellent conference on legal issues facing municipal entities throughout the United States and Canada, click:
http://www.imla.org/index.php?option=com_content&task=view&id=137&Itemid=353

Arkansas Trucking Seminar

Fayetteville, Arkansas - September 15, 2011

On September 15, 2011, **Michael Stillman** will participate in a panel discussion regarding broker liability at the Arkansas Trucking Seminar in Fayetteville, Arkansas. This annual seminar has become an industry favorite and features speakers

from all over the United States. This year, the seminar is divided into afternoon break-out tracts regarding technology, employment, litigation, and cargo/brokerage and will provide valuable information for both attendees and speakers.

Construction Lien Law in Illinois

Chicago, Illinois - December 1, 2011

Naperville, Illinois - December 9, 2011

On December 1, 2011, in Chicago and on December 9, 2011, in Naperville, Illinois, Querrey & Harrow attorneys will present a one-day seminar entitled "Construction Lien Law in Illinois." This Lorman Education Services seminar is designed for contractors, owners, developers, subcontractors, suppliers, architects, engineers, lenders, accountants, and allied construction professionals. Construction Practice Co-Chair **Bruce Schoumacher** will serve as Moderator for the seminar. Other speakers include **Jason Callicoa**t, **Thomas J. Condon**, **John Halstead**, **Thomas Kaufmann**, **Scott B. Krider**, **Anthony Madormo** and **Timothy Rabel**.

To receive notification when the brochure for this seminar is published, please email info@querrey.com.

Understanding The Intellectual Property License

Q&H Of Counsel **Len Rubin** will be speaking this Fall as part of a Practicing Law Institute program on "Understanding the Intellectual Property License" on "Rights of Publicity and Entertainment Licensing." Len will be talking about some famous cases involving, for example, the HOPE poster involving the picture of Barack Obama, and the licensing of the names and likenesses of deceased celebrities such as Marilyn Monroe and other celebrity cases over use of their likeness or famous characters.

For more information on this developing seminar, please contact Len via lrubin@querrey.com.