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A Monthly Legal Newsletter from

Querrey & Harrow

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Class Action Update: U.S. Supreme Court's Decision on Mandatory Arbitration Clauses Rattles Consumer Class Action Law

By: Ghazal Sharifi – Chicago office

A simple case about taxes on the retail value of a promotional free phone has led to a significant shake-up in the world of consumer class action law.

The United States Supreme Court's April 27, 2011 decision in *AT&T Mobility LLC v. Conception* altered the face of consumer class action law as it exists today. The case originated in California where the Plaintiffs, in a consolidated class action against AT&T Mobility LLC ("AT&T"), alleged that AT&T's actions were fraudulent because the company charged new subscribers a retail value sales tax on its offer of free phones to those who signed up for AT&T service.

AT&T moved the trial court to enforce a mandatory arbitration clause that it had in its contract of service with its customers. The district court in California denied AT&T's request. The Ninth Circuit Court of Appeals affirmed the district court for two reasons. First, the Ninth Circuit held that the mandatory arbitration provision in the contract was unconscionable under California law. Second, relying on a California Supreme Court decision, the Ninth Circuit also held that the Federal Arbitration Act (FAA) did not preempt its ruling. The United States Supreme Court reversed the decision of the Ninth Circuit holding that the FAA preempted the Ninth Circuit ruling.

In situations where a dispute arises out of an agreement or a contract, mandatory arbitration clauses are contract provisions that bind the agreeing parties to a mandatory arbitration proceeding, as opposed to the traditional judicial option. Essentially, the contracting parties waive their ability to use the traditional court system to file a lawsuit in lieu of a private and more expedient arbitration process. Several consumer companies, such as cellular phone carriers, have mandatory arbitration clauses in their contracts of service with their customers. In this case, AT&T was one such company. Courts in California, and other states such as Washington, have held that these mandatory arbitration provisions are unconscionable and in violation of state consumer protection laws.

In *Conception*, AT&T argued that the FAA preempted the California state court decisions. The FAA requires contracting parties that have agreed to arbitrate to do so in lieu of the court system, provided that the arbitration proceeding is equally fair as use of the court system. AT&T specifically relied on § 2 of the FAA. § 2 states that a mandatory arbitration provision entered into by contracting parties "shall be valid, irrevocable, and enforceable" subject to revocation only on the same grounds in law or equity of revoking any other contract.

AT&T's argument was based on the fact that the California state court decision conflicted with § 2 of the FAA and under principles of preemption, the federal statutory requirements had supremacy over or "preempted" the California law. The Supreme Court agreed. The Court held that the FAA clearly preempts any state law that outright prevents the arbitration of a particular type of claim.

However, the Court recognized that the question becomes more complicated where a generally applicable contract doctrine, such as duress or "unconscionability, is alleged to have been applied in a fashion that disfavors arbitration." The Court noted that:

> [the] FAA's overarching purpose is to ensure the enforcement of arbitration agreements according to their terms so as to facilitate informal, streamlined proceedings. Parties may agree to limit the issues subject to arbitration, to arbitrate according to specific rules, and to limit with whom they will arbitrate.

Consequently, rules such as those developed in the California court system:

> [r]equiring the availability of classwide arbitration[,] interferes with fundamental attributes of arbitration and thus creates a scheme inconsistent with the FAA . . . . giving little incentive for lawyers to arbitrate on behalf of individuals when they may do so for a class and reap far higher fees in the process. And faced with inevitable class arbitration, companies would have less incentive to continue resolving potentially duplicative claims on an individual basis.

These bases ultimately led the Supreme Court to hold that the FAA does preempt state law such as California's.

This decision has great implications in the world of consumer class actions. In many "small dollar" cases, Plaintiffs file consumer class actions, many times leading to a quick settlement of the matter with great rewards for class counsel and class representatives. However, mandatory arbitration clauses, like the one in *Conception,* serve as a hurdle to those parties that seek to pursue the class action route for consumer actions against the alleged offending company. Before *Conception*, the protections of state consumer protection statutes, or state court decisions deeming mandatory arbitration clauses unconscionable or fraudulent allowed Plaintiff classes to proceed with litigation or "class arbitration" and bypass the individual arbitration of their claims.

Now, with the Court's decision in *Conception*, the Supreme Court significantly limits this bypass. Inevitably, many more companies, specifically those selling consumer goods, will include mandatory arbitration provisions into their customer agreements. This will enable these companies to take another step in protecting their legal interests against the potential of class litigation.

Likewise, the Court's decision will significantly challenge consumer class action attorneys and Plaintiffs' classes in circumventing the ever-increasing mandatory arbitration provisions that are sure to be appearing in more and more contracts. In the end, the question still remains on how severe an impact this case will really have. It is undeniable however, that *Conception* has caused quite a stir.

* * *

***Ghazal Sharifi**, an associate in our Chicago office, concentrates her practice in general litigation with a focus on municipal defense.*

If you have any questions regarding this article, please contact Ghazal at gsharifi@querrey.com, or via 312-540-7652.

Halstead Wins Bench Trial in Title Insurance Case

Merrillville, Indiana associate **John Halstead** recently received a defense verdict for Chicago Title. The case involved an erroneous preliminary commitment which failed to disclose the existence of an easement for access to a dam on the property which the plaintiffs had contracted to purchase. At issue was whether Chicago Title owed a duty to the plaintiffs to insure that the commitment reflected the actual condition of title and whether the plaintiffs relied on the commitment when they closed on the sale. The plaintiffs claimed damages of $142,707.78. The court adopted defendant's findings and entered judgment for Chicago Title on all claims.

Insurance Update: Illinois First District Holds Insurance Code Trumps Contractual Limitations Provision of Policy

By: Terrence Guolee - Chicago office

The Illinois First District Appellate Court recently entered a decision that insurance underwriting departments should consider when placing coverage in Illinois. In *American Access Casualty v. Tutson,* No. 1-09-2566 (Ill. 1st Dist., decided April 22, 2011), the court considered whether Section 143.1 of the Illinois Insurance Code (Code) (215 ILCS 5/143.1 (West 2006)) tolls a contractual limitation provision when the insured supplies an insurer with information sufficient to constitute a proof of loss and the carrier does not deny the claim within the two-year limitation period.

On January 28, 2006, defendant Tutson was a passenger in a car driven by Ronald Gates, who was insured under American Access's policy. They were involved in a hit-and-run traffic accident and Tutson was injured. Gates provided Tutson with his insurance information and Tutson filed a claim with American Access on February 2, 2006. Tutson received a claim number and forwarded the claim number to her attorney. On April 13, 2006, Tutson's attorney sent a lien letter to American Access, notifying it of the claim. On April 21, 2006, American Access sent a letter to Tutson's attorney acknowledging receipt of the lien letter and including an "Accident Report Form" that sought basic information about Tutson's claim. American Access did not identify the "Accident Report Form" as a proof of loss form. Tutson did not complete the "Accident Report Form" and return it to American Access.

About a year later, on March 19, 2007, American Access notified Tutson's attorney that it was in possession of the police report from the traffic accident. On May 14, 2007, Tutson's attorney provided American Access with her medical bills and records and made a written demand for payment of the policy's $20,000 limit. On May 23, 2007, American Access acknowledged receipt of the demand letter and asked Tutson to submit to an examination under oath required by the policy. American Access directed Tutson to contact their panel law firm and, on August 13, 2007, Tutson gave a sworn statement to an attorney from that firm.

Littman and Guolee Obtain Dismissal of Class Action Statutory Damage Claims

Chicago office shareholders **Roger Littman** and **Terrence Guolee** recently obtained an order of summary judgment on behalf of two defendant dentists that were named as defendants in a "junk fax" class action case filed under the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227.

In the case, the defendants were sued along with another dentist. Plaintiff alleged that the defendant dentists should be held liable to a proposed class for statutory damages allowed under the TCPA based on the other dentist's sending of allegedly unsolicited advertising faxes through a "blast fax" service that contained both his name and practice information, along with information regarding the defendant dentists.

Roger and Terrence developed evidence that the defendant dentists had not authorized the fax campaign, including obtaining testimony from a representative of the New York based agent for the Romanian blast fax sender. Nevertheless, plaintiff's counsel argued that liability should attach under the statute regardless of the defendants' lack of involvement, based on theories that they benefitted from the advertising fax campaign. Rejecting these arguments, the court entered summary judgment for defendants and dismissed the claims, finding that there is no basis to allow potentially devastating statutory damage claims without evidence the defendants were in any way aware of or involved in the illegal fax campaign.

On August 23, 2007, American Access sent a letter to Tutson's attorney, asking for the ambulance invoice and the name and unit numbers of the police officers and paramedics involved with Tutson's claim at the time of the accident. The letter said "[u]pon receipt of the requested information we will then be in a position to evaluate your client's personal injury claim." The letter also said "[a]t this time we are unable to accept or reject your demand" for payment of the policy's limit.

On November 16, 2007, Tutson's attorney gave American Access an itemized ambulance bill, a paramedics report and an "Incident Detail" from the Chicago Fire Department. The police report in American Access' possession identified the police officers involved and their beat and star numbers. American Access did not ask for more information or for the "Accident Report Form" during the remainder of the two-year limitation period. American Access also did not deny Tutson's claim during those two years.

On June 9, 2008, Tutson's attorney made a demand for arbitration under the policy. The demand was made after the expiration of the policy's two-year limitation period, which provides:

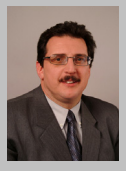
> Legal Action Against the Company Under This Part B - 'Uninsured Motorists' Coverage. No suit, action or arbitration proceedings for recovery of any claim may be brought against this Company until the insured has fully complied with all the terms of this policy. Further, any suit, action or arbitration will be barred unless commenced within two (2) years after the date of the accident.

The policy also provides:

> Arbitration. If any person making claim hereunder and the Company do not agree that both the vehicle(s) and the driver(s) of the vehicle(s) with which any person making claim has had an accident, or do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to an insured or damage to an automobile described in the policy or do not agree to the amount payable hereunder, then these matters shall be submitted to arbitration.

American Access then filed a complaint for declaratory judgment on August 12, 2008, arguing it was not obligated to arbitrate or settle Tutson's claim because she did not demand arbitration within two years of her accident as required by the policy. American Access also sought a ruling that Tutson's claim was excluded under the terms of the policy and that it was not obligated to arbitrate or settle the claim. American Access did not raise Tutson's failure to return the "Accident Report Form" as a ground for the declaratory judgment.

Madormo Obtains Not Guilty For Client in Binding Arbitration



Tony Madormo, a shareholder in our Chicago office, recently obtained a not guilty finding at a binding arbitration on behalf of a retail store chain, arguing that the plaintiff failed to establish notice and proximate cause of alleged wetness on the floor. Plaintiff alleged that he slipped and fell on wetness in proximity to a misting device utilized in the store to keep products fresh. Plaintiff argued because the device was related to the store's business practice and operations, notice was not required to be proven. Plaintiff presented medical specials in excess of $138,000.00 and alleged two shoulder surgeries, including a shoulder replacement surgery, and asked for an award of $798,000.00. After hearing all the evidence and reviewing the case law submitted by the parties, the arbitrator ruled in favor of the defendant store finding that the plaintiff failed to prove notice.

Tutson countered with her own motion for summary judgment, arguing that she could not demand arbitration under the policy within the two-year limitation period because none of the three conditions precedent for arbitration outlined in the "Arbitration" section of the policy occurred. Tutson claimed that American Access did not express that it disagreed that she was in an accident, legally entitled to recover damages or that she was entitled to an amount payable. In the alternative, she maintained that Section 143.1 of the Code (215 ILCS 5/143.1 (West 2006)) tolled the policy's two-year limitation period.

American Access filed a cross-motion for summary judgment, arguing that the conditions precedent for arbitration were satisfied and did not prevent Tutson from demanding arbitration within two years of the accident. American Access also argued that the two-year limitation period was not tolled by Section 143.1 of the Code because Tutson did not file a proof of loss, the "Accident Report Form," as required by the policy.

The trial court denied Tutson's motion for summary judgment and granted American Access's cross-motion. Tutson appealed, raising the same two arguments she raised in her motion for summary judgment.

In siding with Tutson on appeal, the First District Appellate Court noted that Illinois law recognizes limitation periods as valid contractual provisions in an insurance contract. Citing *Affiliated FM Insurance Co. v. Board of Education*, 23 F.3d 1261, 1264 (7th Cir. 1994) (and cases cited therein). However, it found xxx Section 143.1 of the Insurance Code is "an important statutory restriction on such limitation provisions." Citing *Hines v. Allstate Insurance Co.*, 298 Ill. App. 3d 585, 588, 698 N.E.2d 1120 (1998).

Jim Bream Installed as President of CHRMS

Congratulations to Chicago office shareholder **Jim Bream** who was recently installed as the President of the Chicagoland Healthcare Risk Management Society. Jim was also recently elected to serve another term as President of Glenview/Northbrook School District 30.

Christopher Keleher - Quoted and Accepted for Publication

Christopher Keleher's University of San Francisco Law School Law Review article on anonymous juries was recently quoted by the Associated Press in an article on the growing use of anonymous juries and another article on the increased financial hardships imposed on jurors, given the current economy. Also, Chris' article on strip searches in correctional facilities, *Judges as Jailers, The Dangerous Disconnect Between Courts and Corrections,* was recently accepted for publication in the Creighton Law Review.

Hamer Invited to Select Evidence Conference

On April 28-30, 2011, Wheaton office shareholder **Lissa Hamer** attended the Allerton Conference for three days of discussion on "Hot Button Civil Evidence Issues." The Allerton Conference is an "invitation only" event limited to 100 attorneys and judges from throughout the state of Illinois. In attendance were Chief Justice of the Illinois Supreme Court Thomas Kilbride, Chief US. District Court Judge Michael P. McCuskey, Appellate Court Justices Donald Hudson and Ann Jorgensen and multiple state court justices. The three day conference involved discussion of topics such as the scope of discovery into expert witness bias, spoliation of evidence, waivers of attorney-client communication protections and discovery of electronic evidence such as e-mails, websites and social networks.

The court noted that Section 143.1 is designed to protect the consumer when an insurance policy contains a time limitation provision and its intent is to prevent an insurance company from sitting on a claim, allowing the limitation period to run and depriving an insured of the opportunity to litigate her claim in court. Citing *Trinity Bible Baptist Church v. Federal Kemper Insurance Co.*, 219 Ill. App. 3d 156, 160-61, 578 N.E.2d 1375 (1991).

Here, the policy's limitation provision required that arbitration be "commenced within two (2) years after the date of the accident." Section 143.1 provides, however, that "the running of such [limitation] period is tolled from the date proof of loss is filed, in whatever form is required by the policy, until the date the claim is denied in whole or in part." 215 ILCS 5/143.1 (West 2006).

In this respect, Tutson argued that her demand for arbitration was not untimely because the policy's two year limitation period was tolled by Section 143.1 of the Code either on: (1) May 14, 2007, the date she sent American Access her medical bills and records; (2) August 13, 2007, the date she gave her sworn statement to an attorney chosen by American Access; or (3) November 16, 2007, the date her attorney provided American Access with an itemized ambulance bill, a paramedics report and an "Incident Detail" from the Chicago fire department. Tutson claimed that this information was sufficient for American Access to identify the "particulars" of her claim as required by the "Notice" provision of the policy.

In rejecting American Access' arguments, the court noted that American Access had never denied Tutson's claim within the two-year limitation period, nor did the insurer explain how it would be possible for Tutson to file a request for arbitration when there was, in the absence of a claim denial, nothing to arbitrate.

In particular, it was noted that Tutson notified American Access of her claim five days after the accident, that in the following months she gave American Access information about her loss sufficient to constitute proof of loss and this information was sufficient for American Access to identify the "particulars" of the loss as required by the policy's proof of loss "Notice" provision, and to either pay the claim or deny it.

The court also noted that, even if it were to conclude that Tutson did not file a proof of loss, American Access waived compliance with the proof of loss requirement. In this respect, the court pointed out that, during the two-year limitation period, American Access never indicated to Tutson that her claim had been denied, despite the exchange of claim information that occurred. Moreover, American Access also did not argue in its complaint for declaratory judgment that it was unaware of Tutson's claim, nor did it raise her failure to complete the "Accident Report Form" as a ground for relief. Under these circumstances, the court found American Access waived compliance with the proof of loss requirement.

In the end, the case presents a clear signal to insurance carriers that efforts to enforce claim reporting and deadline requirements in insurance contracts in Illinois will be strictly construed, such that it is incumbent that carriers properly make and document decisions made that support policy declinations.

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***Terrence Guolee**, a shareholder in our Chicago office and an editor of this newsletter, has successfully represented defendants, plaintiffs and carriers in dozens of complex, multimillion dollar claims covering a wide area of facts and law, in both state and federal court. Terrence's practice includes representation of insurance carriers, claims administrators and insureds in coverage claims and litigation involving third-party claims administration practices.*

If you have any questions regarding this article or insurance coverage related matters, please contact Terrence via tguolee@querrey.com, or 312-540-7544.

Medical Malpractice Update: Illinois Appellate Court Upholds Dismissal with Prejudice of Complaint for Failure to Comply with Qualification Requirements of Section 5/2-622

By: Jamie Waynee - Chicago office

The battle over the interpretation of the Healing Art Malpractice Act (735 ILCS 5/2-622) has taken several twists and turns over the years. One of the most contested issues between attorneys has been whether the identity of the plaintiff's consulting physician has to be revealed under the statute. Most recently, it has been determined by the Illinois Supreme Court that the current version of Section 5/2-622 does not require the disclosure of the identity of a plaintiff's consultant. See *Lebron v. Gottlieb Memorial Hospital*, 237 Ill.2d 217 (2010). As such, defense attorneys have been prohibited from completing a thorough investigation of the qualifications of a plaintiff's consultant, and instead, must rely upon the assertions of an anonymous physician who claims to be qualified in the requisite field of medicine.

Although it has become more difficult to challenge the veracity of a plaintiff's Section 5/2-622 report during the early phases of litigation, a recent appellate court case has demonstrated that the benefit of anonymity can come at a high cost to a plaintiff if the requirements of the statute are disregarded. In *Christmas v. Hugar*, No. 06 L 5624 (1st Dist. April 5, 2011), the appellate court upheld the dismissal with prejudice of the plaintiff's action over four years after the Complaint was filed due to the plaintiff's failure to comply with the qualification requirements of Section 5/2-622.

The plaintiff, Tykeesha Christmas, filed a medical malpractice action against two podiatrists, Drs. Hugar and Mack, claiming that a foot surgery that they performed on the decedent, Vernice Christmas, resulted in her death. In support of her Complaint, the plaintiff submitted the report of an anonymous physician in 2006 who claimed that the defendants were negligent based upon a reasonable degree of medical and podiatric certainty.

The *Christmas* case was litigated for four years and had a trial scheduled to proceed in 2010. A few months before the anticipate trial date, the plaintiff disclosed the identity of her expert witness, Dr. Randal Wojchiehoski. It was later revealed that Dr. Wojchiehoski had also served as the plaintiff's Section 5/2-622 consultant and had authored the plaintiff's anonymous written report. Dr. Wojchiehoski was a licensed podiatrist in 1986, however, he allowed his license to lapse in 1990 and was not licensed as a podiatrist when he wrote the plaintiff's report in 2006. However, he had an active license as a doctor of osteopathy in Wisconsin which allowed him to perform podiatric medicine to patients in Wisconsin.

Upon learning that the plaintiff's Section 5/2-622 consultant was not a licensed podiatrist in 2006, the defendants immediately filed a motion to dismiss.

Q&H Sponsors Lew Blond Memorial Run

Querrey & Harrow once again is a proud sponsor of the 11th annual Lew Blond Memorial 5K Run/Walk, 1 Mile Run, which was held on Saturday, May 21 at Maple School in Northbrook, Illinois.

This event was organized 10 years ago in honor of Lew Blond, a beloved teacher at Maple School. Each year, the event draws over 750 participants. The Lew Blond Memorial 5K Run/Walk has raised over $90,000, which has been donated to the Les Turner ALS Foundation. Proceeds also support scholarships at Glenbrook North and Glenbrook South High Schools, as well as educational programs at Maple, Wescott and Willowbrook Schools.

Chicago office shareholder **Jim Bream** is an organizer of the run.

Section 5/2-622 specifically provides that if a defendant is a podiatrist, the written report must be from a health professional licensed in the same profession with the same class of license as a defendant. See 735 ILCS 5/2-622(a)(1998). Notably, this language has remained consistent and not changed since the inception of the statute.

The plaintiff argued that Dr. Wojchiehoski was able to practice podiatric medicine in Wisconsin under his osteopathic license, and therefore, was qualified to serve as a consultant in this case. In addition, he had recently obtained his podiatric license in Illinois in 2010, and therefore, was presently qualified to serve as an expert witness at the time of trial.

The trial court ultimately held that an osteopathic physician was not qualified to serve as a consultant against a podiatrist, and therefore, dismissed the plaintiff's cause of action with prejudice. The appellate court agreed and upheld the ruling of the trial court. It was undisputed that Dr. Wojchiehoski did not hold a podiatric license from any jurisdiction when he wrote the Section 5/2-622 report. Under Illinois law, the practice of podiatry is controlled by the Podiatric Medical Practice Act of 1987, 225 ILCS 100/1 (2008), which requires a license to be obtained by the Department of Financial and Professional Regulation to practice podiatry.

The appellate court found that an osteopathic physician is not licensed as a podiatrist, and therefore, would not be qualified to author a Section 5/2-622 report against a podiatrist under Illinois law. As such, it would be inconsistent to allow an exception for an osteopathic physician licensed in the state of Wisconsin, even though a podiatric license might not have been necessary to practice podiatry in Wisconsin. Accordingly, the appellate court ruled that the plaintiff failed to comply with the qualification requirements of Section 5/2-622, and therefore, that her cause of action had to be dismissed.

The plaintiff argued that it was unfair to dismiss her action with prejudice, since Dr. Wojchiehoski presently held a license as a podiatrist and was qualified to serve as an expert at the time of trial. Further, plaintiff argued the defendants would not face any prejudice, since the case had already been litigated for four years and was ready for trial. However, the appellate court found it significant that the deficiency of the report would not have been revealed if the plaintiff had not disclosed Dr. Wojchiehoski as a trial expert. The plaintiff had never attempted to cure the defect in her report or to demonstrate good cause for why she failed to advise the court of this deficiency throughout the course of the litigation. As such, the appellate court found that it was appropriate for the trial court to dismiss the plaintiff's cause of action with prejudice.

The favorable ruling that the defendants received in the *Christmas* case highlights the importance of challenging a plaintiff's Section 5/2-622 report at all stages of the litigation process. Although the initial report may be anonymous, the plaintiff's attorney is still required to sign an affidavit in order to affirm that the disclosed expert is qualified under the statute. Further, the written report must identify the basis of the physician's qualifications, even though the identity of the physician does not have to be disclosed. If there is any question about the legitimacy of a physician's credentials, a motion to dismiss should be filed to dispute the veracity of the report.

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***Jamie Waynee**, an associate in our Chicago office, concentrates her practice in the areas of medical malpractice, healthcare liability, guardianship law and premises liability. She represents hospitals, physicians, nurses and other healthcare providers involving various medical specialties in all aspects of the litigation process.*

If you have any questions regarding this article, please contact Jamie via jwaynee@querrey.com, or via 312-540-7552.

SEMINARS

PLI's Understanding Copyright Law in the Data Era 2011

University of Chicago Gleacher Center - June 16, 2011

Chicago office Of Counsel **Leonard Rubin** serves as Chair of the Chicago program for this year's PLI Copyright Law Seminar at the University of Chicago Gleacher Center. At this seminar, answers to the following questions will be provided:

- What will be the latest developments for copyright law in 2011, and how will you be able to keep up in this dynamic and unpredictable field?
- What rights does copyright protection confer and how are these rights protected?
- What new cases are changing the rights conferred by copyright?
- What types of remedies are involved in infringement actions?

Len will present "Basic Principles of Copyright Law & Copyright Office Practice" to start the day and then participate in a panel discussion entitled, "Five Things You Need to Know About Licensing," at the end of the day. The panel will cover topics, such as:

- Music and sound recordings
- Software
- Traditional copyrighted subject matter: Photography, film, and video
- Internet and new media considerations
- Representations and warranties

This seminar is designed as an introduction for attorneys and legal department professionals with limited experience in copyright law, and as a review and update for those who need to reacquaint themselves with intellectual property practice and procedure.

For registration information, please visit the PLI website.

Chris Keleher to Present at IICLE Conference on Legal Writing for Illinois Attorneys

UBS Tower and Conference Center, Chicago
June 14, 2011 - 9:00 AM - 1:00 PM

The need for good legal writing raises the question: What is good legal writing? This course will teach you everything you need to know to improve your legal writing skills. The greatest skill any lawyer can possess is the ability to write clearly, concisely, and convincingly.

Join **Michele Jochner**, Clerk, *Illinois Supreme Court*, Chicago, and **Christopher Keleher**, *Partner, Querrey & Harrow*, Chicago, for a seminar that will get you ready to implement these winning techniques:

- **Get** effective brief writing tips from both a practitioner's perspective and the court's perspective.
- **Understand** the importance of creating compelling motions on paper, not just in the courtroom.
- **Improve** your legal writing and editing techniques with these three guides: thoughtfulness, economy, and persuasion.
- **Learn** what not to do and what to avoid while using the written word to its maximum potential.
- **Grasp** how legal writing evolves from the typical to the superior.

- **Comprehend** the ethical issues so you can become a fair advocate that judges can trust.
- **Avoid** making your legal writing need not be staid or stilted. It can be lively and engaging.
- **Keep** your audience happy. They will be more amenable to your position; and an amenable audience is more apt to be swayed by a persuasive argument.

To register:
https://www.iicle.com/BooksAndProducts/NewProductDetails.aspx?APP=2&ID=4478&OID=2321

Mysliwy Participates in "The Reality Store" for Campagna Academy

Teresa Mysliwy of our Indiana office participated in "The Reality Store" again this year at Campagna Academy, a facility designed to integrate at-risk youths back into the community. The "Store" is a half-day project which provides the kids with a mock paycheck to "purchase" housing, transportation, child care, utilities and other necessities. This program is designed to be a wake-up call to the teens, who often realize that they need more education and bank loans to make it through their monthly bills.

Guolee Saluted for Ten Years of Service to Skokie AYSO Region 568

Chicago office shareholder **Terrence Guolee** was recently saluted at Skokie AYSO Region 568's annual awards banquet along with other volunteers for his combined service of over 10 years as a coach for both boys and girls soccer teams from the U8 through the U14 levels. Terry also recently started his tenure as an elected member of the Board of Education for Skokie School District 73.5.