Knoxville Bar Association

THE CONSIGLIERE

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Let us know your ideas and suggestions for *THE CONSIGLIERE:*

- Call or e-mail Chris Field at 312-8183 or ccf@lyblaw.net or Marsha Wilson at 522-6522 or mwilson@knoxbar.org.
- Submit an article for consideration.
- Give us your feedback on this newsletter.
- Tell us about CLE topics or networking events you would like the Section to sponsor.

FROM THE CO-CHAIRS

After what seems like months of rain and gloom, Knoxville has finally experienced blue skies and warm days. Yes, summer is almost here! However, this time of year does not only mean summer vacation and days spent at the lake; it also means that there are a number of college and law students searching for a summer internship. Before you take up your alma mater's or college roommate's offer to supply you with a "free" intern for the summer, take time to consider the U.S. Department of Labor's (DOL's) criteria[1] for determining whether an unpaid internship is lawful at a for-profit, private sector employer:

- The internship, even though it includes actual operation of the facilities of the employer, is similar to training that would be given in an educational environment.
- The internship experience is for the benefit of the intern.
- The intern does not displace regular employees, but works under close supervision of existing staff.
- The employer that provides the training derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded.
- The intern is not necessarily entitled to a job at the conclusion of the internship.
- The employer and the intern understand that the intern is not entitled to wages for the time spent in the internship.

According to the DOL, if all six factors listed above are met, then an employment relationship does not exist under the Fair Labor Standards Act (the "Act"), and the Act's minimum wage and overtime provisions do not apply to the intern. So, what can you do to protect your company from running afoul of DOL guidelines? The most conservative path, of course, is to pay your interns. However, if you want to offer unpaid internships, be sure to use the DOL's 6-part test to structure your internship program. **DO** partner with colleges so that the interns receive course credit. **DO** pair the interns with a mentor who can teach them skills useful to the industry as a whole rather than only useful to your company's operations (i.e., benefit the intern by providing training). **DO** inform the interns in writing that the internship is for a fixed duration and does not lead to guaranteed employment. **DO NOT** use interns to perform routine work, such as filing or assisting customers. **DO NOT** use interns as a substitute for regular workers or to fill in for regular workers during busy vacation seasons.

Where there is risk, there is reward. If done correctly, these training programs can be beneficial for both companies and interns.

Wishing you a happy summer,

Marcia A. Kilby
Co-Chair

[1]U.S. Department of Labor, Wage and Hour Division, Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act (April 2010)

UPCOMING SECTION EVENTS

Corporate Counsel Section Social

When: June 18, 2013, 5:30 p.m.- 7:00 p.m.

Where: Bistro by the Tracks, 215 Brookview Center Way

Red Tape? It's Red China!

One attorney's experience in trying to set up an entity in China
Topics for Q&A include structure, taxes, and red tape.

Join your colleagues on the patio at Bistro by the Tracks for an interactive discussion led by Tracy Edmundson of DeRoyal Industries as he shares his experience in trying to set an entity in mainland China. RSVP by picking the event date on the KBA event calendar or go to the Corporate Counsel Section page at www.knoxbar.org.

Corporate Ethics & Updates: The 2013 KBA Corporate Counsel Section Annual CLE

When: August 15, 2013, 12:00 p.m. - 4:45 p.m.

Where: Peerless Restaurant, 320 N. Peters Rd.

(See complete program details on page 13)

The program features Bruce A. Anderson, East Tennessee Children's Hospital, Kyle A. Baisley, Pilot Travel Centers LLC, Susan Schultz Davis, Susan Schultz Davis, PLLC, Attorney at Law, Sandy Garrett, Chief Disciplinary Counsel for the Board of Professional Responsibility, Wm. Gregory Hall Jr., WG Hall Law PLLC & Counsel to Gulf & Ohio Railways, Inc., David W. Headrick, LandAir Surveying, Inc., Raeburn Josey, UCOR, Timothy B. McConnell, Baker, Donelson, Bearman, Caldwell & Berkowitz, Stephen E. Roth, Jewelry Television and Brian J. Wanamaker, Ruby Tuesday, Inc.

Approved for 2 Hours of Dual Credit and 1 Hour & 15 minutes of General Credit!!! Visit knoxbar.org for more info and to register.

TAX TIDBIT

Installment Agreements and offers in Compromise under the IRS Fresh Start Initiative

By: Joseph A. Kimmet
Woolf, McClane, Bright, Allen & Carpenter, PLLC

Many taxpayers panic when they receive a bill from the IRS they can't afford to pay. This is understandable, especially considering the formidable tools the IRS has to collect unpaid taxes. These tools include levying on wages and salaries, filing a federal tax lien, and seizing taxpayer assets. Fortunately, the IRS offers several collection alternatives for taxpayers who cannot afford to pay their back taxes in full. In recent years, the IRS has expanded two of these collection alternatives—offers in compromise and installment agreements—under its "Fresh Start" initiative.

Fresh Start Installment Agreements

An installment agreement allows a taxpayer to pay the IRS over time, rather than in one lump sum. While the agreement is in place, the IRS charges interest on the total outstanding tax liability. Thus, entering into an installment agreement is similar to receiving a loan from the government in the amount of the unpaid liability.

In the past, persons owing more than $25,000 in taxes were required to submit Form 433 (Collection Information Statement) to the IRS before applying for an installment agreement. The IRS uses Form 433 to get an overview of the taxpayer's financial situation. This includes calculating the taxpayer's net monthly income and determining his or her equity in various assets. Using this information, the IRS determines whether the taxpayer qualifies for an offer in compromise, installment agreement, or other collection alternative. Compiling an accurate Form 433 can be time consuming and burdensome, and often requires taxpayers to spend considerable time searching through filing cabinets (or old shoeboxes) for financial records.

As part of its Fresh Start initiative, the IRS now allows individuals and defunct sole proprietors who owe $50,000 or less to apply for installment agreements without submitting Form 433. These so-called "streamlined" installment agreements are subject to several requirements. First, the taxpayer entering into the installment agreement must be compliant with all current filing and payment requirements. Second, the installment agreement must provide for the payment of the entire debt within 72 months. Finally, if the taxpayer owes more than $25,000, the taxpayer must enroll in a Direct Deposit Installment Agreement. Under a Direct Deposit Installment Agreement, the taxpayer provides the IRS with his or her bank account information and

authorizes the IRS to withdraw a specified amount each month.

The Fresh Start initiative also makes it easier for taxpayers entering into installment agreements to avoid federal tax liens. Currently, the IRS threshold for filing a tax lien is $10,000. Under the Fresh Start initiative, however, a Revenue Officer is not *required* to make a lien determination if a taxpayer enters into a streamlined installment agreement. While it is still within the Revenue Officer's discretion to make such a determination, the Fresh Start rules should greatly reduce the number of liens filed against taxpayers entering into streamlined installment agreements.

Under the Fresh Start initiative, taxpayers who owe less than $25,000 may apply for the withdrawal of a federal tax lien upon entering into a Direct Deposit Installment Agreement. To qualify for the withdrawal of a federal tax lien, the taxpayer (1) must be in full compliance with all current filing and payment requirements, (2) must have made at least three consecutive direct debit payments, (3) cannot have previously received a lien withdrawal for the same taxes, and (4) cannot have defaulted on the current or any previous Direct Debit Installment Agreement.

Fresh Start Offers in Compromise

An offer in compromise is an agreement between the IRS and a taxpayer to settle the taxpayer's liabilities for less than the amount owed. To qualify for an offer in compromise, a taxpayer must submit Form 433. While this can be a substantial burden, the IRS has made several changes to its offer in compromise program to make the process more efficient and effective. For instance, Offer Specialists now rely on the telephone, rather than standard mail, as their main contact with taxpayers. In addition, the IRS has expanded the list of monthly expenses that may be considered in calculating a taxpayer's "reasonable collection potential" (i.e., the amount of the liability the taxpayer can afford to pay). For example, the IRS now considers a taxpayer's delinquent state and local taxes and minimum student loan payments as allowable expenses in calculating a taxpayer's reasonable collection potential. With any luck, these changes will help taxpayers secure the "fresh starts" they need.

HEALTH LAW: PHYSICIAN ADVERTISING AND NON-COMPETE CLAUSES

HEALTH LAW

Physician Advertising and Non-Compete Clauses

By J. David Watkins,
London & Amburn, P.C.

Since the landmark Tennessee Supreme Court decision in Murfreesboro Medial Clinic, P.A. v. Udom, the law governing covenants not to compete in

Tennessee has been in a state of flux. In Udom, the Supreme Court ruled that restrictive covenants limiting a physician's right to practice medicine were void against public policy, and therefore, unenforceable. Since that time, however, the Tennessee General Assembly has adopted, and several times amended, a statute that allows for the enforcement of non-compete clauses in physicians' employment agreements with certain geographic and time restrictions. While this statute opens the door for the enforcement of covenants not to compete, it is still important to carefully interpret the actual language of the non-compete clause in an employment agreement, as some forms of competition might still be permitted.

Where the solicitation of a practice's patients is prohibited, what forms of advertisement are considered "solicitations"?

Many restrictive covenants in physicians' contracts come in the form of a clause that prohibits the physician from soliciting the practice's patients. This is called a non-solicitation provision. This type of language raises the question of what sort of advertisement is permissible without violating the restrictive covenant. In Rogers v. Hall, the Tennessee Court of Appeals addressed whether a newspaper advertisement containing a dentist's name and contact information constituted solicitation in violation of the non-compete agreement with his former employer. The court ruled that this advertisement was not a solicitation, and stated that holding that such "advertising efforts constituted 'solicitation' or 'contact' would unreasonably encroach" on the provider's right to practice his profession. Applying this reasoning, the use of non-directed advertisements, such as billboards and newspaper advertisements merely containing a physician's name do not constitute a "solicitation," and would not violate a non-compete provision that only bars the solicitation of patients.

With that said, the Rogers case also demonstrates that non-compete agreements that prohibit patient solicitation will be enforced with respect to some advertisements. In Rogers, the former provider also sent out mailers containing the phrase "you might be a former patient" and stating that he had moved to a different practice location. According to the court, this phrase alone rendered the mailer an improper "solicitation" in violation of the non-compete agreement. This case demonstrates that a provider may advertise even in the face of a non-compete agreement that prohibits the solicitation of a practice's patients. Nevertheless, a physician must be cautious to avoid violating a non-compete provision by carefully reviewing the actual language in his or her employment agreement.

Conclusion

When a physician leaves a medical practice, the wording of his or her employment agreement can have a profound and lasting effect on the future of both the physician and the practice he or she is leaving. While non-compete agreements are now enforceable under Tennessee law, the presence of such a provision in an employment agreement does not necessarily close the door on all competitive activity. As such, physicians and physician practices should give careful consideration to the language contained in a non-compete agreement in order to protect the interests of both parties.

Disclaimer: The information contained herein is strictly informational; it is not to be construed as legal advice.

INTELLECTUAL PROPERTY

Five Trends in the Patent World of Non-Practicing Entities

By Christopher Stanton,
Merchant & Gould, P.C.

The world of patent law is abuzz with the topic of Non-Practicing Entities ("NPEs"). With increased litigation, proposed legislation, and shifts in corporate patent strategy, there is a great deal of information to track with regards to NPEs. This article sums up some major trends that I have observed through research and independent data analysis.

1. *Evolving Terms* – The term "Non-Practicing Entity" includes any legal entity that does not produce a commercial embodiment of a patented invention. Universities, technology incubators, and many corporations fall under the label of NPE. So do entities that merely purchase, litigate, and license patents. To distinguish these fundamentally different types of NPEs, Professor Colleen V. Chien coined the term "Patent Assertion Entity" ("PAE") to describe entities that neither invent nor produce.[1]

   Some people use the pejorative term "patent troll" to refer to NPEs and, in particular, companies that employ offensive patent strategies.

2. *Companies are Adopting Offensive Patent Strategies* – Many companies have realized that the arsenal of patents acquired for defensive cross-licensing purposes represent an opportunity to drive revenue, shut-out competitors, and a gain market advantage. For example, almost every major player in the SmartPhone industry has sued or is being sued over patents related to mobile device technology.[2]

   Caution, however, may be warranted when implementing an offensive patent strategy. A company that offensively asserts patents may severely damage its brand and reputation. Consider Yahoo, whose 2012 patent infringement suit against Facebook enraged the technology community, causing the blogosphere to erupt in headlines such as "Desperate Move by Dying Web 1.0 Giant."[3] In response to the Yahoo lawsuit, the CEO of Yammer offered $25,000 to any engineer who leaves Yahoo to join Yammer.[4] Consequently, companies may want to look toward the culture of the industry before engaging in an offensive patent strategy.

3. *Patent Assertion Entity Litigation is on the Rise* – PAEs participate in over 60 percent of patent litigation.[5] Increasingly, PAEs use software

patents to target defendants operating in non-technological fields. These defendants, engaged in traditional businesses, require computer technology to compete in today's marketplace. Consequently, PAEs that hold patents covering ubiquitous technology may choose from a variety of companies when asserting the patent. For example, a company called TQP Development owns a patent that claims to cover common encryption technology used to support enterprise level websites. As such, TQP has initiated over 100 lawsuits against companies operating in a wide-range of commercial sectors including banking and finance, online retail, social media, and travel.

4. *Down-Stream Consumers Targeted* – PAEs are now targeting the end-consumer. This licensing strategy involves the PAE identifying end-consumers that allegedly infringe a patent and demanding they pay a small licensing fee. For example, Project Paperless LLC, which holds patents that arguably cover office scanners, has demanded $900 licensing fees from hundreds of small businesses.[6] This strategy appears premised on the assumption that small businesses would rather pay a small licensing fee rather than larger legal fees. Indeed, a recent study claims that as many as 55 percent of PAE defendants earn less than $10 million in annual revenue. [7]

5. *Legislators Have Taken Notice* – Representatives Peter Defazio (D-OR) and Jason Chaffetz (R-UT) reintroduced the "Saving High-tech Innovators from Egregious Legal Disputes" or "SHIELD" Act this year. The act provides an economic disincentive to NPEs from asserting dubious infringement claims. This disincentive is simple. Certain NPEs must pay the defendant's litigation cost if the claims fail at trial. The SHIELD Act, however, does not cover all NPEs. The SHIELD Act exempts inventors, original assignees, universities, technology transfer organizations, and companies that have documented a "substantial investment" in the production of a product that uses the patented invention at issue.[8] Consequently, many are uncertain as to whether the SHIELD Act will significantly curb litigation.

[1] Colleen V. Chien, From Arms Race to Marketplace: The Complex Patent Ecosystem and Its Implications for the Patent System, 62 Hastings L.J. 297, 300 (2010).

[2] See e.g., Apple v. Samsung, No. 00630 (Filed Feb. 8, 2012).

[3] Robert X. Cringely, Yahoo vs. Facebook: Let patent insanity reign, InfoWorld (Mar. 14, 2012), http://www.infoworld.com/t/cringely/yahoo-vs-facebook-let-patent-insanity-reign-188681.

[4] On March 15, 2015, David Sacks tweeted "I'm pleased to announce a $25,000 signing bonus for any Yahoo employee who joins Yammer in the next 60 days. http://yammer.com/jobs." *See* https://twitter.com/DavidSacks.

[5] See Brian T. Yeh, An Overview of the "Patent Trolls" Debate, CRS Report For Congress (April 16, 2013).

[6] See Joe Mullin, *Patent trolls want $1,000 – for using scanners*, ars technical

(Jan. 2, 2013), http://arstechnica.com/tech-policy/2013/01/patent-trolls-want-1000-for-using-scanners/.

[7] Colleen Chien, *Startups and Patent Trolls* (2012), available at http://digitalcommons.law.scu.edu/facpubs/553.

[8] H.R. 845, 133th Cong. § 285A(d) (2013).

ETHICS AND PROFESSIONAL RESPONSIBILITY

Attorney-Client Privilege and Internal Investigations

By Greg Brown and Chris Field,
Lowe Yeager & Brown

In last quarter's column, we examined the scope and nature of a corporation's duties under Rule 30(b)(6) of the Federal Rules of Civil Procedure and an attorney's duty under Rule 3.4(d) of the Tennessee Rules of Professional Conduct. In the next two installments, we will examine other issues of ethics and professional responsibility in the context of the same hypothetical litigation.

The restaurant supply company where you serve as general counsel is in the midst of a federal age discrimination suit which had been initiated by a number of its former account managers. While you had previously given outside litigation counsel from O&B leeway in making litigation decisions, her comfort with engaging in improper stonewalling tactics at the 30(b)(6) deposition has caused you concern.[1] Therefore, you have shortened the leash and have taken a more active role in supervising litigation decisions.

Throughout the litigation, O&B has conducted interviews of various employees with knowledge concerning the firings. As corporate counsel, you have assisted O&B by identifying employees who likely have relevant knowledge, and you have scheduled the interviews. You have explained to each interviewee that the company is involved in litigation, that O&B is the corporation's litigation counsel, and that O&B needs to perform an internal investigation as a part of their litigation preparation. You have also asked each interviewee not to discuss the interviews with anyone other than you or the interviewing counsel from O&B.

During a recent interview with an employee from the accounts department, the employee stated that everyone in the department called one of the fired account managers "Gramps" behind his back. Following the interview, O&B sends you a summary of the interview which you review with handwringing displeasure.

The next day, the interviewee, unprompted, sends you and the interviewing counsel the following email:

> *Not to tell you two how to do your jobs, but given that this is an age discrimination case, I was thinking that it is probably best not to mention that we called Frank "Gramps." I realize now that it sounds bad. It was just a term of endearment. Everybody loves Gramps. Besides, Frank had no idea that we called him Gramps. No harm, no foul, I always say.*

Plaintiff's counsel had previously propounded requests for production, one of which asks for all email communications concerning the underlying events.

You call litigation counsel to ask whether she intends to provide this email to the plaintiffs pursuant to the company's continuing obligation to supplement its Rule 34 responses. She responds with a question of her own: "Why would I give them a privileged communication?"

Is she right? Is the email privileged?

She is probably right.

Preliminarily, we must decide which body of law applies to determine the scope of any applicable privilege: (a) Tennessee common law, or (b) federal common law. Under Rule 501 of the Federal Rules of Evidence, federal common law governs privilege claims except for civil cases where "state law supplies the rule of decision."

Therefore, in cases of federal question jurisdiction, as in our ADEA case, corporate attorney client privilege is governed by federal common law as articulated in the Supreme Court's Upjohn decision and its progeny. In Upjohn, the Supreme Court considered the following factors in holding that the interviews with employees would be protected: (1) the interviews occurred at the direction of corporate superiors; (2) the employee communications were made to counsel; (3) the communications concerned matters within the scope of the employees' duties; (4) the communications concerned information not available to the corporate superiors; (5) the employees were aware that they were being questioned so that the corporation may secure legal advice; (6) the communications were ordered to be kept confidential and they remained confidential; and (7) the opposing party had the resources and capability to discover the facts contained in the communications through other means.[2]

In this case, a corporate superior (you) scheduled the interviews. You made clear to the employees that the purpose of the interviews was to secure legal advice and that the communications were to remain confidential. Furthermore, the interview and the follow-up communication at issue concern information related to the employee's duties in the accounts department, and this information was not otherwise available to the corporate superiors. Finally, the communication at issue was only made to outside and in-house counsel. Therefore, using the factors set forth in Upjohn as a guide, this communication appears likely to be privileged. While the fact that the

employee sent the email unprompted after the interview may cause some concern, it does not change the result. The email was a clear continuation of the privileged interview process, albeit in writing rather than verbal.

Incidentally, the steps taken in our hypothetical would also likely meet the criteria for preserving corporate attorney-client privilege under Tennessee law. While there is a dearth of authority on the issue, a federal bankruptcy opinion from the Eastern District states that the Tennessee Court of Appeals has endorsed the so-called subject-matter test from Diversified Indus., Inc. v. Meredith, 572 F.2d 596, 609 (8th Cir. 1977): "(1) the communication was made for the purpose of securing legal advice; (2) the employee making the communication did so at the direction of his corporate superior; (3) the superior made the request so that the corporation could secure legal advice; (4) the subject matter of the communication is within the scope of the employee's corporate duties; and (5) the communication is not disseminated beyond those persons, who, because of the corporate structure, need to know its contents."[3] One commentator has noted that all of the criteria set forth in the subject-matter test are among the factors considered by the Supreme Court in Upjohn.[4] Therefore, compliance with the Upjohn factors is compliance with the subject-matter test.

In preparing to conduct your own internal investigations related to ongoing litigation, the factors set forth in Upjohn provide corporate counsel with a checklist of measures to ensure that your company does not unintentionally cultivate damaging communications which can later be used against it.

[1] See Greg Brown & Chris Field, Defining a Corporation's Duties under Fed. R. Civ. P. 30(b)(6), THE CONSIGLIERE, Spring 2013.

[2] Upjohn Co. v. United States, 449 U.S. 383 (1981). Note that, while the Court makes it clear in the outset that it does not intend to establish a set of hard and fast rules, the Court's opinion provides guidelines which have been used in numerous cases to determine the application of corporate attorney-client privilege. Nonetheless, our use of the modifiers "likely" and "probably" are meant to reflect SCOTUS's command that courts determine matters of privilege on a case-by-case basis.

[3] In re S. Indus. Banking Corp., 35 B.R. 643, 647-48 (Bankr. E.D. Tenn. 1983) (quoting Diversified Indus., Inc. v. Meredith, 572 F.2d 596, 609 (8th Cir. 1977)) (noting that the Tennessee Court of Appeals endorsed the "Diversified Industries" test in the unpublished opinion Montclair Properties, Ltd. v. Lindsey, Bradley & Johnston, Inc., No. CA 422 (Tenn. Ct. App. Aug. 29, 1980)).

[4] John W. Gergacz, Attorney-Client Privilege 3d, § 3: 103 (2011).

Contact Information

See the contact information on the left-hand margin of this page. Use the hyperlinks to contact our Co-Chairs, David Headrick and Marcia Kilby; Editor Chris Field; or the KBA's Executive Director, Marsha Wilson.

See the web site address at the bottom of the left-hand margin on this page to access the official Knoxville Bar Association web site by the hyperlink.

The KBA Corporate Counsel Section is proud to present:

Corporate Ethics & Updates:
2013 KBA Corporate Counsel Section Annual CLE

August 15, 2013 from 12 noon - 4:45 p.m. at the Peerless Restaurant.

Schedule:
Registration: 12 Noon - 12:15 p.m.
Lunch: 12:15 p.m. - 1:00 p.m.
CLE Program: 1:15 p.m. - 4:45 p.m.

This program is designed for any attorney who works or wants to work with in-house corporate counsel and for all of those who serve as corporate counsel. The presentation will use a fast-paced, interactive format and will be loaded with practical advice and ethical considerations essential for effective service to corporate clients.

1:15 - 2:00 p.m.
Things I Wish I Had Known: What Every In House Counsel Might Want to Know Their First Six Months on the Job
For the benefit of those who are new to-in house, or maybe not so new, a panel of in-house counsel will answer the question: What do you know now about being an in-house attorney that you wish you knew on day one of your corporate counsel career? Learn which people to talk to and what questions to ask.
Bruce A. Anderson, East Tennessee Children's Hospital
Kyle A. Baisley, Pilot Travel Centers LLC
Stephen E. Roth, Jewelry Television

1:55 - 2:40 p.m.
The Role of the Tennessee Board of Professional Responsibility
In this post-Enron and WorldCom era, in-house counsel join other corporate players - from accountants to sales forecasters to CFOs - in having actions taken in their corporate capacities more closely scrutinized and having greater exposure to criminal, civil, and professional sanctions. Hear an update on recent rule changes from **Sandy Garrett**, Chief Disciplinary Counsel for the Board of Professional Responsibility.

2:40 - 2:55 p.m. **Break**

2:55 - 3:25 p.m.
Immigration Essentials for the Corporate Attorney
Immigration reform continues to be one of the hottest and most controversial debates in the United States. Issues concerning immigration can, and likely will, hit your legal department. Corporate counsel need to understand the immigration process and be prepared to navigate it. Local attorney, **Susan Schultz Davis**, will provide attendees with the information they need to understand and to make decisions about immigration law and employer compliance.

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3:25 - 4:05 p.m.

Labor and Employment Law Update

Timothy B. McConnell of Baker Donelson will provide attendees with a review of significant rulings in employment law. Attendees will receive an overview on significant developments in employment, benefits, and labor law, keyed to the practical concerns of in-house counsel.

4:05 - 4:45 p.m.

Ethical Dilemmas for In-House Counsel

This ethics program is designed especially for in-house counsel advising their in-house clients. Based on real-life experience, a panel of in-house counsel will review a variety of important professional responsibility issues that affect corporate counsel on a daily basis.

Wm. Gregory Hall Jr., WG Hall Law PLLC & Counsel to Gulf & Ohio Railways, Inc.
David W. Headrick, LandAir Surveying, Inc.
Raeburn Josey, UCOR
Brian J. Wanamaker, Ruby Tuesday, Inc.

The program has been approved for 1 hour & 15 minutes of **General** and 2 hours of **Dual** CLE credit.

Program Cost:
KBA Members - $ 95
Non-KBA Members - $ 130
KBA Law Student Members - $ 65
Staff of KBA Members - $ 95
A reservation is required in advance of the program - $ 5 additional fee the day of the program.

KBA Corporate Counsel CLE
Registration Form

Name_____**BPR Number**_____

Company/Firm Name_____

Phone_____**E-mail**_____

Cost: $95 KBA Members & $130 Non-KBA Members

Registration on the day of the seminar will be an additional $5.00 (although lunch cannot be guaranteed if advance registration not provided). The registration fee pays for luncheon, admission to all sessions, handout materials and breaks.

Cancellation/Refund Policy: Reservations canceled less than 48 hours before the program are subject to the penalty of the entire amount. Substitutions may be made. Please deliver or mail check and registration form to the Knoxville Bar Association P.O. Box 2027, Knoxville TN 37901-2027.

Register online at www.knoxbar.org.

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