Knoxville Bar Association

THE CONSIGLIERE

Summer 2018 Vol. 13, No. 1

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

- **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.**

Contact:

Paul E. Wehmeier at 546-7000 or pwehmeier@adhknox.com

Marsha Watson at 522-6522 or mwatson@knoxbar.org

FROM THE CO-CHAIRS

FROM THE CO-CHAIRS

By: David Headrick
KCI Technologies, Inc.

Welcome to another edition of the Consigliere! Chief Editor Paul Wehmeier (Arnett Draper & Hagood, LLP) has delivered once again and we are pleased to publish the latest news and informative articles.

As Co-Chairs of the Corporate Counsel Section, Marcia Kilby (DeRoyal Industries) and I would like to personally invite you to attend our annual Corporate Counsel Ethics & Updates CLE program on August 23, 2018. Our annual program is always great, but we are particularly excited to offer three hours of CLE credit this year, including 1.5 hours of dual credit!

We have lined up great topics of interest to in-house and private practice alike. Current topics such as privacy regulation, recent tax changes, and social media marketing will be discussed. Also, there will be a nuts-and-bolts cyber security planning session. As always, the afternoon ends with the panel presentation, and we've got some great lawyers on board!

Plus, the venue is at the new Chesapeake's on Parkside Drive in West Knoxville. We are really looking forward to lunch at this open and airy new venue!

On another note, as summer winds down and the kids go back to school, it's time to buckle down and get our practices back in line. As lawyers, we have the legal issues buttoned down. However, the business issues may not be our expertise. I recently found a simple checklist that helped me think about my business and how I integrate legal services within it:

FROM THE CO-CHAIRS CONTINUED

Business Basics

- Learn your business' risk tolerance;
- Understand how your business makes money (in general, and ask for business plan to see this year's specifics);
- Gauge the relative importance of different departments to the business, and identify key players in each major department (a business org chart can be helpful);
- Learn the process for change management (i.e., if a current practice/procedure is not compliant, how do you suggest a change);
- Get comfortable with numbers (data/metrics and accounting);
- Learn and use industry- or company-specific terms and acronyms; and
- Go out into the field and visit your business clients where they work when appropriate. Simply telling your internal clients that you want to see what they do and how you can help them better will go a long way.

See you at our Annual CLE!

Best,

David Headrick
Co-Chair of the KBA Corporate Counsel Section

UPCOMING EVENTS

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Thursday, August 23, 2018
Corporate Ethics & Updates:
The 2018 KBA Corporate Counsel Section Annual CLE
12:30 p.m. – 1:00 p.m. Buffet Lunch
1:00 p.m. – 4:15 p.m. CLE Program
Chesapeake's West (9630 Parkside Drive)
3 hours of CLE Credit (1.5 General & 1.5 Dual)

A Brief Overview of the EU General Data Protection Regulation
Tracy G. Edmundson, Egerton, McAfee, Armistead & Davis, P.C.

Introductions to the Tax Cuts and Jobs Act for Business and Business Owners
O.E. "Sonny" Schow IV, Woolf, McClane, Bright, Allen & Carpenter, PLLC

Marketing, Social Media and the FTC
Micheline Kelly Johnson, Baker, Donelson, Bearman, Caldwell & Berkowitz

Cyber Defense Planning & Disaster Recovery
Paul Sponcia, The IT Company

Corporate Counsel Legal Issues - Panel Presentation
Christi W. Branscom, Partners Development;
M. Douglas Campbell, Jr., Covenant Health;
Latisha J. Stubblefield, Pilot Travel Centers LLC; and
David W. Headrick, KCI Technologies, Inc. (moderator).

Register online at www.knoxbar.org or call the KBA office at 522-6522.

ADVERTISING BASICS

UNFAIR COMPETITION, FALSE / MISLEADING ADVERTISING AND COMPARATIVE ADVERTISING BASICS

By: Tracy G. Edmundson
Egerton McAfee, Armistead & Davis, P.C.

Any individual or business that advertises its goods or services, or makes any claims directed to the public about their goods or services, is likely making advertising claims as defined under applicable law. Any advertising claims must fairly and accurately reflect the goods or services being referenced. Comparative advertising is a special case of advertising claims with reference being made to a specific competitor or class of competitive goods or services. Since competitors are particularly sensitive to the things your client may say about them, comparative advertising claims are more often likely to be challenged.

Comparative Advertising, as defined by the Federal Trade Commission is "advertising that compares alternative brands on objectively measurable attributes or price, and identifies the alternative brand by name, illustration or other distinctive information." *FTC Statement of Policy Regarding Comparative Advertising*, (1979). As discussed more fully below, as long as any comparative advertising is non-deceptive and properly substantiated, it is generally permitted by law. However, improper comparative advertising is considered a form of unfair competition or a false/deceptive practice that may be a violation of law or give rise to a lawsuit.

Under the historical principles of commercial law, claims relating to the allegedly false or misleading advertising of a competitor essentially had no remedy. At common law, advertising injuries were typically seen as primarily affecting the consuming public, not the competitors of the entity engaging in the allegedly false advertising. Further, such advertising injuries were considered to be unique with respect to each impacted consumer, thus potentially thwarting class action status. The result was that it was unlikely that a case involving an advertising injury would be successfully pursued. *McCarthy On Trademarks And Unfair Competition*, §27:4 (4th Ed., March 2016 Update).

Section 43(a) of the Federal Lanham Act, (15 *U.S.C.* §1125(a)) as enacted in 1947), codified a right for a competitor to pursue various common law unfair competition claims. *McCarthy*, at §27:6. Although it was not initially used very vigorously, it has become the primary enforcement mechanism for use when a competitor believes it has been injured by false or misleading advertising or other acts of unfair competition. Currently, Section 43(a)(1)(B) of the Lanham Act reads as follows:

> Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which … in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities, shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act. 15 U.S.C. §1125(a)(1)(B) (as amended in 1988 and 1992).

Remedies for unfair competition claims under the Lanham Act can include injunctive relief, corrective advertising and monetary damages. *McCarthy*, at §27:40 *et seq*. In general, a false advertising claim requires the plaintiff to either prove literal falsity of the claim or that the claims, although literally true or ambiguous, is presented such that it implicitly conveys a false impression of is misleading in context or likely to deceive consumers. *See, Hot Wax, Inc. v. Turtle Wax, Inc.*, 191 F.3d 813 (7th Cir. 1999); these are often referred to as "literal" cases or "implied" cases. Most plaintiffs attempt to go the "literal falsity" route, since the misleading or deceptive intent route requires proof of the state of mind of the consumer and the fact that that state of mind impacted the consumer's purchasing behavior to the injury of the plaintiff. This is frequently difficult to prove with reliable evidence (battle of the surveys).

In addition to the Lanham Act, the Federal Trade Commission ("FTC") Act defines certain acts of unfair competition and/or false advertising to be unlawful. Section 5 of the FTC Act declares unfair or deceptive acts or practices unlawful. Section 12 specifically prohibits false ads likely to induce the purchase of food, drugs, devices or cosmetics. Section 15 defines a false ad for purposes of Section 12 as one which is "misleading in a material respect." 15 U.S.C. §§ 45, 52, and 55. In the case of the Federal Trade Commission Act, unfair competition or false advertising cases are enforced by the Federal Trade Commission and primarily arise in the context of investigations undertaken by the Commission in response to complaints lodged with the agency or in response to inquiries raised by other agencies or government entities.

In the context of false or deceptive advertising, the FTC looks for three common elements:

1) Certain elements undergird all deception cases. First, there must be a representation, omission or practice that is likely to mislead the consumer. Practices that have been found misleading or deceptive in specific cases include false oral or

written representations, misleading price claims, sales of hazardous or systematically defective products or services without adequate disclosures, failure to disclose information regarding pyramid sales, use of bait and switch techniques, failure to perform promised services, and failure to meet warranty obligations.

2) Second, we examine the practice from the perspective of a consumer acting reasonably in the circumstances. If the representation or practice affects or is directed primarily to a particular group, the Commission examines reasonableness from the perspective of that group.

3) Third, the representation, omission, or practice must be a "material" one. The basic question is whether the act or practice is likely to affect the consumer's conduct or decision with regard to a product or service. If so, the practice is material, and consumer injury is likely, because consumers are likely to have chosen differently but for the deception. In many instances, materiality, and hence injury, can be presumed from the nature of the practice. In other instances, evidence of materiality may be necessary.

FTC Policy Statement on Deception, appended to *Cliffdale Associates, Inc.*, 103 F.T.C. 110, 174 (1984).

Any sort of advertising or product claims thus needs to avoid being deceptive in the context of the Federal Trade Commission. The Federal Trade Commission further requires that all advertising or product claims, in order to avoid being considered deceptive, need to be properly substantiated. The basic requirement in this context is that a company or ad agency must have a reasonable basis for making any claim prior to dissemination of that claim. *FTC Policy Statement Regarding Advertising Substantiation*, appended to *Thompson Medical Co.*, 104 F.T.C. 648, 839 (1984), *aff'd,* 791 F.2d 189 (D.C. Cir. 1986), *cert. denied*, 479 U.S. 1086 (1987). In the case of comparative advertising, the comparison is considered the making of a claim and must, therefore, be substantiated.

The FTC actually encourages the use of comparative advertising as a benefit to consumers:

> The Commission has supported the use of brand comparisons where the bases of comparison are clearly identified. Comparative advertising, when truthful and non-deceptive, is a source of important information to consumers and assists them in making rational purchase decisions. Comparative advertising encourages product improvement and innovation and can lead to lower prices in the marketplace. *FTC Statement of Policy Regarding Comparative Advertising*, (1979).

The comparative advertising Policy Statement further speaks to the need for comparative advertising claims to be substantiated in a manner that supports the comparative claims as truthful and non-misleading.

In addition to Federal claims arising under the Lanham Act and/or regulation of advertising claims under the Federal Trade Commission Act, most states have enacted various consumer protection and unfair competition statutes into state law and various common law "business tort" type claims can be crafted having a false or misleading advertising claim as the basis of breach of some hypothetical duty. Although these laws vary from state to state, they generally provide remedies for competitors or consumers who can prove that a defendant has engaged in false or deceptive business practices and can provide a basis for bringing claims against allegedly improper comparative advertising claims.

As may be apparent, the analysis of any given situation is fairly fact intensive.

BASIC COMPARATIVE ADVERTISING RECOMMENDATIONS

1) ***The Advertisement Must Be Truthful, Accurate and Non-Deceptive. It should not unfairly discredit or attack your competitor or its products***. As outlined above, false, misleading or deceptive advertising content may give rise to liability for the advertiser under various laws and in various forums. Care must therefore be taken to review any advertisement from the perspective of a reasonable consumer who is likely to be exposed to it and, as seen through that consumer's eyes, the truthfulness, accuracy, and fairness of the advertisement should be assessed.

2) ***The Advertisement Should Include An Apples-To-Apples Comparison Of Similar Products Or Services***. Where a comparison is made to a product or service of a competitor that is not legitimately of the same category, class, primary specifications, etc., then that comparison could be considered to be misleading or false. Therefore, it is important that the proper product or service of the competitor

be compared with the proper product or service of the advertiser. For example, price comparisons between a premium version of a competitor's product and an economy version of the advertiser could mislead a consumer to think that the advertiser's prices are lower than those of the competitor. Conversely, comparing the features or performance of a premium or upgraded version of the advertiser's product with a basic product of a competitor could mislead consumers into thinking that the advertiser's product has superior features or performance. At a minimum, to the extent that an apples-to-apples comparison cannot be made, important differences should be conspicuously disclosed (whether in comparative advertising or in regular advertising – as frequently seen in automobile commercials, disclosure is usually made that "the vehicle shown includes optional equipment" or "the vehicle shown is equipped with optional engine/power").

3) ***The Advertisement Should Fairly and Accurately Identify the Competitor's Product or Service and the Competitor***. To the extent that there is a specific apples-to-apples comparison, sufficiently accurate information should be provided so that the competitor is clearly identified and the specific product or service of the competitor to which the comparison is directed can be clearly identified by a reasonable consumer. Although it is frequently not possible to provide a detailed description of the competitor's product in a particular advertisement, sufficient information should be provided that, with a reasonable degree of research, a reasonable consumer can find all of the necessary information to analyze the advertisement and make an independent judgment on the merits.

4) ***All Facts or Assertions Made in the Advertisement Must be Verified and Substantiated***. If a statement of fact or an assertion is made, supporting documentation for each such fact or assertion should be identified and retained. Furthermore, the supporting authority for any such fact or assertion should be reasonably reliable – just because it appeared on Wikipedia or someone's webpage, does not make a fact objectively reliable. At a minimum, the source or authority for verification should be reasonably reliable (i.e., a reasonable person would consider the source reliable).

5) ***The Actual Comparison Should Be Factual in Nature***. The comparison in the advertisement should be based upon objectively established facts or data. Conclusions should be based on the established facts and should not be presented in a biased or subjective manner.

6) ***The Facts/Data Upon Which the Comparison is Based Should be "Competent and Reliable", All Test Protocols and Procedures Should be Documented and Reasonably Accessible to Consumers, and Third-Party Independent Testing is Preferred***. When performance characteristics, consumer preferences, outcomes or other specified criteria are used as the basis for comparison for any comparative advertising claims, those aspects should be determined by a well-designed experiment, study or properly designed survey and, most preferably, be conducted by independent third-party investigators in accordance with applicable standards.

All test results should be "competent and reliable" – meaning that they are based upon the expertise of professionals in the relevant area, have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results. Where internal testing will be the basis of any comparison, multiple reviews should be implemented to minimize the likelihood of any claim of biased test results and to ensure the fairness and accuracy of the testing. Summaries of test results should be routinely available to those exposed to the advertising and full reports should be made available upon request. It is important to address the availability of the test results with any third-party testing service in your service agreement in order to ensure that you can make it available without violating any confidentiality provision or copyright restrictions. While described in the context of comparative advertising, these guidelines are also applicable to claims made for an advertiser's product in general.

7) ***Any Use of Competitor's Trademarks Should be Similar in Nature to the Use of the Advertiser's Trademarks and Should not Include Use of the Competitor's Logos or Design Elements***. Use of any competitor trademarks or service marks should be limited to use required to properly identify the goods or services being compared to those of the advertiser. Proper attribution and identification of any of the marks of the competitor used in the advertising should be included, as should the fact that such use is without permission or endorsement by the competitor. Furthermore, in most cases, use of logos or design features of the competitor is not appropriate, since such use likely goes beyond the need to fairly and accurately identify the goods or services that are the subject of the comparison. Finally, where possible, usage of the competitor's tradename is preferable to use of a trademark or service mark (i.e., referencing a competitor's full business name).

8) ***Pre-publication Reviews/Testing Should be Considered to Gauge Likely Consumer Perceptions of the Claims of the Advertisement***. To ensure that the intended fair, accurate, and non-deceptive intent of the advertisement is likely to be perceived by the intended target of the advertisement, appropriate focus or screening groups, or test markets with follow-up, should be considered for verification. Such pre-launch testing can help to identify any unintended misperceptions that could lead to claims of false, misleading or deceptive advertising. Again, any such investigation should be conducted in a professional and competent manner to ensure its validity and if the results demonstrate any issues with the proposed advertising, appropriate changes should be made. The results should be retained in case of a later challenge to the advertising; however, it may be advisable, particularly if dealing with a litigious competitor, to involve counsel in the analysis so that it can potentially be maintained as privileged or attorney-client work product in the event of litigation.

SUMMARY/CONCLUSION

Essentially, Comparative Advertising is just a 'special case' of general rules applicable to advertising claims – this 'special case' arises from the fact that in the context of comparative advertising, there is likely going to be a party that aggressively challenges the advertiser's comparison, and the conclusions such comparison invites (express or implied). Thus, special care should be taken to ensure that any such advertising is not false or misleading, and that any claims can be substantiated with reliable supporting information or data, and that the claims or conclusions intended are those that a reasonable consumer will draw from the advertisement. Taking such steps will not eliminate the possibility that a competitor will challenge comparative advertising directed to that competitor, but it maximizes the likelihood that 1) the advertising will not need to be modified or withdrawn and 2) that any dispute will be resolved in the favor of the advertiser. Furthermore, in general, the same care in terms of non-comparative advertising claims should be taken to minimize the likelihood of consumer, government, or competitor challenges to claims made in regular advertising.

While these are general guidelines that should be employed prior to dissemination of any form of comparative advertising (and the general guidelines should be applied to any advertising employing any product claims), each case is likely very fact specific. In many cases, legal analysis may be appropriate at the outset of an important comparative advertising project in order to maximize the likelihood that all the necessary aspects of accuracy and substantiation are properly considered at the outset, reliable claims verification data is collected, and the claims as disseminated are fair and accurate. This pre-screening is particularly important when the comparative advertising will be directed to a litigious or otherwise contentious competitor.

EMPLOYMENT LAW

SHHH? SEXUAL HARASSMENT SETTLEMENTS MAY NO LONGER BE DEDUCTIBLE

By: J. Chadwick Hatmaker
Woolf, McClane, Bright, Allen & Carpenter, PLLC

The tax reform law that passed in December 2017 has been the topic of much discussion. Does the law benefit anyone more than real estate developers? It certainly does not benefit hard working lawyers. Why does the law eliminate the tax deduction for gifts to colleges and universities that are typically made to receive tickets to athletic events (Go Vols!)?

Nondisclosure agreements pertaining to President Trump have also been the subject of much recent discussion. Adult actress Stormy Daniels and former Playboy model Karen McDougal are both pursuing lawsuits to invalidate nondisclosure agreements that prevent them from discussing their alleged affairs with the President before he was elected. But is there any connection between nondisclosure agreements and the new tax law? In what may come as a surprise, the answer is yes.

In response to the #MeToo Movement, Congress included the following provision in the new tax reform bill:

No deduction shall be allowed under this chapter for – (a) any settlement or payment related to sexual harassment or sexual abuse if such settlement or payment is subject to a nondisclosure agreement; or (b) attorney's fees related to such a settlement or payment.

This portion of the law took effect on December 22, 2017. It applies to settlement payments and attorney's fees paid after that date. It seems clear that the intent of this provision is to remove the tax deduction from a payment made to settle a sexual harassment or sexual abuse suit if the payment is subject to a nondisclosure or confidentiality agreement. But several questions remain.

For example, what is meant by "sexual harassment"? A claim of sexual harassment under Title VII or the equivalent state law would obviously be covered, but what about a claim based on sex- or gender-based harassment, plead solely under tort law? A case based on sexual harassment or sexual abuse may be plead as assault, battery, intentional infliction of emotional distress or other similar state law tort theories because of a statute of limitations issue, or for other strategic reasons. In addition, what is meant by "related to"? Is a settlement payment for a retaliation claim, where the allegation of retaliation is based on the reporting of an underlying claim of sexual harassment, "related to" sexual harassment and thus not deductible? And what constitutes "sexual abuse"? One would think sexual assault would qualify, but do tort claims of assault and battery?

There are additional definitional issues as well. Consider the phrase "non-disclosure agreement" in the bill. This term is also not defined, so what qualifies

as "a nondisclosure agreement"? Presumably, this includes any confidentiality or nondisclosure provision, but some clarity would be welcome.

Questions abound even outside of the definitions of the provision's basic terms. What if there are multiple claims being settled, only one or some of which is/are "related to sexual harassment or sexual abuse"? Is the entire payment not deductible if a confidentiality provision is included in the agreement, or just the portion pertaining to sexual harassment or sexual abuse? And will allocating a specific portion of the payment to the sexual harassment/abuse claim suffice, so that only that allocated amount is not deductible? And what about the attorney's fees in such circumstances? If a nondisclosure agreement or provision is required, is the deduction lost for all the fees in the case, or just the portion "related to such a settlement or payment"?

It is also unclear how this new law will apply to standard general waivers and releases, even when there has been no specific allegation of sexual harassment or abuse. Often, when employers offer a severance package to a departing employee, they make it contingent upon the employee executing a full and general waiver and release, which would include claims for sexual harassment/abuse under Title VII and state/local law counterparts. The same is true when settling other claims by a current or former employee; the settlement agreement almost always has such a full and general waiver and release. Given that the departing employee is waiving potential claims of sexual harassment and abuse, does such an agreement fall within the parameters of the new law? One would expect that this was not the intended target of the new law, but statutes often expand beyond their original intent (see, for example, the new trend in various federal jurisdictions to include sexual orientation as protected under Title VII's "sex" component).

There are practical questions as well with respect to how this provision could impact settlement negotiations and parties' willingness to settle. Will this provision impact whether cases settle at all? Perhaps some defendants will refuse to settle because of the loss of the deduction. Or alternatively, perhaps a plaintiff, emboldened by this provision, will refuse to agree to any portion of the settlement being confidential.

Unfortunately, we have many more questions than answers at this point, and so the key takeaway for counsel from this new provision is "informed decision-making." Currently, in most employment cases the settlement is subject to a confidentiality provision, and most employers consider that an automatic requirement. Congress has now given employers settling sexual harassment and sexual abuse claims reason to pause before making confidentiality a part of the settlement. Lawyers must now make sure that clients consider the pros and cons of silence versus the tax deduction, before the client makes the decision to include a confidentiality provision. This discussion should come early in the settlement process in order to avoid an eleventh hour "killing of the deal." Most clients do not like surprises, and learning that they cannot have confidentiality after they have agreed to settle the case will likely rank very high on the unpopular surprise list.

FRIENDLY "ADVICE" FROM OUTSIDE COUNSEL

ADVICE FOR IN-HOUSE COUNSEL FROM AN OUTSIDER

By: Jedidiah C. McKeehan
Tarpy, Cox, Fleishman & Leveille, PLLC

I will be honest, as an attorney who has a general legal practice, I have no real clue what corporate or in-house counsel attorneys do on a regular basis. My only experience with in-house counsel work was as a law clerk in law school for Better Homes and Gardens in Birmingham, Alabama for a semester.

As little as I know about corporate and in-house counsel work, I do know that for those working in those fields, you may become the de facto attorney for every single person on every single legal issue faced by employees of the company you represent. So, it's important to have a basic knowledge of different legal issues outside your area of practice. Not only that, it's probably a good idea to have a list of attorneys who handle various types of case and to who you can refer employees to for possible representation.

Let's work through some of the different attorneys who need to populate your Rolodex and I will give you a ballpark on price for various different matters so you can advise your employees accordingly.

Estate Planning: This is a fairly easy one. Find an attorney who can do basic wills and power of attorneys for your employees. These documents should cost less than $1,000.00 to have completed, and only more than that if some really intricate trusts and gifting is being done.

Criminal Defense: Pray none of your employees need one of these, but if they do, tell the employees, DO NOT TALK TO LAW ENFORCEMENT WITHOUT AN ATTORNEY PRESENT! The normal price for an attorney for a DUI is $5,000.00 or more. You will also need to be able to advise them how the bail bond process works. You have to pay a little over 10% of the listed bond price to get someone out of jail. If the bond is $1,000.00, you will pay around $125.00 to bond someone out. You do not get that bond money back at any point.

Divorce/Custody: Getting a divorce with minor children can cost $3,500.00 to $5,000.00 or more. It will generally be about the same for a custody case. People talk about uncontested divorces a great deal. I define an uncontested divorce as both parties coming in to the office together and signing paperwork to send in the court with no disagreement whatsoever. The cost for a truly uncontested divorce is generally around $1,500.00.

FRIENDLY "ADVICE" FROM OUTSIDE COUNSEL CONTINUED

Personal Injury: Typically, an attorney will charge a 1/3 contingency to represent someone on a personal injury/car wreck case. Remember, whatever someone's own health insurance pays out on the injured person's behalf is entitled to be recovered by them at the end of the case. This is called a subrogation interest. So, if someone has $50,000.00 in medical expenses, and the insurance company offers $75,000.00 to settle the case, out of that money the client has to pay $25,000.00 in attorney's fees, pay off what their medical insurance paid (if $50,000.00 was charged, the insurance company probably paid around $15,000.00 to $20,000.00), and only THEN does the client get whatever is left. In this scenario the settlement offer is $75,000.00 and the client will end up with around $35,000.00 going to them. Finally, 1.5 times the medical expenses is a fairly common offer in East Tennessee to settle a personal injury case. If you are getting anywhere close to 3 times the medical expenses, you are making out like a bandit.

There are some other common areas of the law where people need attorneys from time to time. Landlord-tenant matters, bankruptcy matters, etc. No one expects you to be an expert in these areas, but it's not a bad idea to develop some basic knowledge about these areas as well as having a plan as to who to direct an employee to when one of these issues arises.

Knoxville Bar Association
505 Main Street
Suite 50
Knoxville, TN 37902

Phone:
(865) 522-6522

Fax:
(865) 523-5662

E-mail Addresses:
david.headrick@kci.com
mkilby@deroyal.com
pwehmeier@adhknox.com
mwatson@knoxbar.org

http://www.knoxbar.org