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CLIENT ADVISER

Editor's Note

by Max J. Burbach

Dear Clients, Colleagues, and Friends,

Another summer gone, and another year preparing to follow. Technically, it is autumn, although as I write this with temperatures near the 90s, it feels much more like summer. Nonetheless, change is in the air and can be seen all around us as the foliage turns and as the trees begin dropping their summer dress. In this issue of the *Client Adviser*, there are several articles addressing changes in the air of a more legal nature. Some of these changes are likely to affect you or your business interests. If so, and if you have any questions, please don't hesitate to call us.

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Hidden Handguns at Work? L.B. 454

by Julie A. Schultz

After January 1, 2007, the person sitting next to you in the movie theater, the driver of the car behind you, or the person picking up their child from daycare may all have something in common. Unbeknown to you, these people may be lawfully carrying a loaded gun. Pursuant to Legislative Bill 454, or the "Concealed Handgun Permit Act" (hereafter "Act"), Nebraska residents may apply for and obtain a permit to carry a concealed handgun by completing an application, presenting a current Nebraska driver's license, Nebraska-issued state identification card or military identification card, and submitting legible sets of fingerprints for a criminal background check. The applicant must also satisfy several other requirements, including the following:

- Be at least 21 years old
- Not have pled guilty to, not have pled nolo contendere (or "no contest") to, and not have been convicted of a felony or a crime of violence under the laws of Nebraska or under the laws of any other jurisdiction
- Not have been found in the previous 10 years to be a mentally ill and dangerous person under the Nebraska Mental Health Commitment Act or a similar law of another jurisdiction or not be currently adjudged mentally incompetent

- Have been a resident of Nebraska for at least 180 days
- Have had no violations of any law of Nebraska relating to firearms, unlawful use of a weapon, or controlled substances or of any similar laws of another jurisdiction in the 10 years preceding the date of application
- Not be on parole, probation, house arrest, or work release
- Be a citizen of the United States
- Provide proof of training

The Act expressly allows Nebraska employers to prohibit employees from carrying concealed handguns in the workplace. The Act also states that a permit holder may carry a handgun anywhere in Nebraska, except those places where the party in control of the property has prohibited the carrying of concealed handguns onto the property, and has posted conspicuous notice that carrying a concealed handgun is prohibited on the property or has made a request, directly or through its agent or representative, that the permit holder remove the concealed handgun from the property.

Prior to the effective date of the Act, employers should decide whether to allow employees to carry concealed handguns in the workplace. If the workplace is open to the public, such as a retail store, the employer should further decide if it intends to allow employees and members of the public to carry concealed handguns on the property, and then adopt policies as appropriate. If an employer already has a policy addressing weapons in general in the workplace, the employer should either amend its existing policy to specifically address concealed handguns, or adopt a new policy specifically addressing handguns in the workplace. Such a policy should specifically identify who is covered by the policy, what type of conduct is prohibited, and the potential consequences for violating the policy. At a minimum, appropriate documentation should be drafted, reviewed, and implemented prior to January 1, 2007. An employer should also consider posting conspicuous signs if its policy prohibits the carrying of concealed handguns and other weapons.

Please contact a member of Koley Jessen's Labor and Employment Law Group if you would like to discuss this issue further, or if you need assistance with reviewing and drafting policies relating to handguns in the workplace.

Change Is in the Air

by Paul C. Jessen and Brandon D. Hamm

Can you guess which federal tax has the highest rates, is estimated to have cost the United States economy nearly $850 billion, has compliance costs that may completely offset the revenue it generates, but accounts for only 1.2% of all tax collections? If you guessed the estate tax, you get to go to the head of the class. The estate tax has been a hot topic this past summer, with the Senate having two hotly-contested Senate votes on the issue.

The Joint Economic Committee ("JEC"), a bipartisan committee consisting of members of both the House and Senate, recently published a study entitled "Costs and Consequences of the Federal Estate Tax," which examined the arguments for and against the estate tax. The JEC found:

- Contrary to arguments from supporters who favor the estate tax, the estate tax is an ineffective tool for fighting wealth and income inequality;
- The estate tax charitable deduction has only a modest impact, if any, on gifts to charity;
- Although the estate tax is expected to generate $25 billion in revenue this year, it will represent only 1.2% of total tax collection;
- Although estate tax collections from 1942 to 2001 totaled $761 billion, the tax has impeded economic growth through high compliance costs and has deprived the economy of $847 billion in capital; and
- The estate tax has a negative influence on entrepreneurial activity by hindering entry into self-employment and breaking up family-run businesses.

Simply put, JEC research indicates that the benefits of the estate tax are often overstated and, in any case, are far smaller than its documented costs. In light of these findings, the JEC concluded that "there is no compelling reason to keep the tax, and a number of reasons to reduce or abolish it." Despite such a definitive conclusion from the committee, the Senate failed twice this summer to pass legislation repealing or reforming the estate tax. On June 8, a bill calling for the permanent repeal of the estate tax failed by three votes. On August 3, a compromise bill that would have increased the current $2 million individual

exemption to $5 million and drastically reduced the estate tax rates fell four votes short.

Shortly after the failed repeal attempt in June, the New York Times reported that the IRS planned to reduce the number of its estate tax attorneys by 45 percent. Why such a drastic reduction in the IRS' most productive enforcement personnel, who reportedly identify $2,200 of taxes owed to the government for every hour worked? The cuts are likely the result of a reduction in the number of estate tax returns filed in recent years. Statistics published by the IRS show that estate tax filings have dropped from 106,885 in 2001 to 62,718 in 2004, the most recent year for which data is available. The dramatic reduction in filings is primarily a result of the passage of legislation in 2001 that reduced the number of estates subject to the estate tax by phasing in an increase in the estate tax exemption from $675,000 in 2001 to $2 million this year. This exemption is scheduled to further increase to $3.5 million in 2009, just before the estate tax is repealed in 2010. The estate tax repeal will be short-lived, however, as the 2001 law contained a sunset provision that will return the exemption to $1 million in 2011.

With the estate tax repeal and sunset looming, members of Congress may feel a sense of urgency to adopt a permanent compromise on the estate tax. Despite the Senate's failed attempts to address the estate tax this summer, a permanent compromise on the issue seems to be growing closer. As this issue of the *Client Adviser* goes to print, we have not yet seen further estate tax legislation proposed, but change is in the air.

If you have any questions, please contact one of the attorneys in our Estate Planning and Probate Group.

Supreme Court Lowers the Retaliation Hurdle

by Richard D. Vroman

When an employer contacts us concerning an employee's report of harassment or discrimination, our initial advice is always to take the matter seriously. The employer should immediately initiate an investigation into the employee's allegations and refrain from taking any action to make the situation worse. It has never been more important than now to heed this advice.

Not only is it unlawful under Title VII of the Civil Rights Act of 1964 ("Title VII") to discriminate against an employee on the basis of race, color, religion, sex, or national origin, but it is also unlawful for an employer to retaliate against an employee for complaining about or reporting such discrimination or harassment. An employee's right to make such complaints is considered "protected activity" (*i.e.*, protected by law).

When reviewing claims of unlawful retaliation, the various federal circuit courts have held differing opinions as to what constitutes retaliatory treatment. The split among the circuit courts has been caused, in part, because the anti-retaliation provision of Title VII does not define the specific acts that would constitute unlawful retaliation. The Ninth Circuit (which includes the states of Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, Oregon, Washington, and the territories of Guam and the Northern Mariana Islands) has historically determined that the employee must simply establish some adverse treatment by the employer that is based on a retaliatory motive and reasonably likely to dissuade the employee from engaging in protected activity. The Eighth Circuit (which includes the states of Nebraska, Iowa, Missouri, Arizona, North Dakota, South Dakota, and Minnesota) on the other hand, has historically combined the anti-discrimination and anti-retaliation provisions of Title VII to provide that retaliation is only actionable if it results in an ultimate employment decision, such as hiring, discharging, promoting, or compensating. Based on this history, employees in Nebraska and Iowa have had a significant hurdle to jump before establishing unlawful retaliation by the employer. For example, personal insults and hostility, or changes in working conditions that cause no materially significant disadvantage, would not constitute unlawful retaliation in the Eighth Circuit, even though such actions might constitute unlawful retaliation in the Ninth Circuit.

On June 22, 2006, the Supreme Court of the United States resolved the differences among the circuit courts and lowered the hurdle for employees to establish a claim for unlawful retaliation by their employers. In *Burlington N. & Santa Fe Ry. Co. v. White*, a female forklift operator complained that her immediate supervisor was sexually harassing her. Following her complaint, her immediate supervisor was disciplined, but the employee was removed from forklift duty and given standard track laborer tasks. The employee filed a complaint with the Equal Employment Opportunity Commission ("EEOC"), claiming that her

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reassignment to standard track laborer tasks was not only gender discrimination, but also retaliation for her complaint against her immediate supervisor. A few months later, the employee filed a second retaliation charge with the EEOC, claiming that her employer had placed her under daily surveillance. A few days after the employer received a copy of this second complaint, the employee and her supervisor had a disagreement about a work-related issue. Claiming the employee was insubordinate, the employer immediately suspended the employee without pay. After an internal investigation determined that the employee had not been insubordinate, the employee was reinstated and awarded back pay for the 37 days that she had been suspended. Following this incident, the employee filed an additional retaliation charge with the EEOC based on the suspension.

After exhausting her administrative remedies and filing suit in federal court, a jury determined that the employer's acts of changing the employee's job duties and suspending her without pay constituted unlawful retaliation. Initially, a panel of judges from the Sixth Circuit (which includes the states of Kentucky, Michigan, Ohio and Tennessee), reversed the lower court, but upon further review by the full Sixth Circuit, the panel's decision was vacated and the lower court's decision was upheld. Even though it had agreed with the lower court's decision, the Sixth Circuit was divided on the proper standard to apply to retaliation claims. Recognizing the dispute among the circuit courts, the Supreme Court of the United States took the case to resolve the issue.

The United States Supreme Court determined that it is not whether the anti-discrimination and anti-retaliation provisions should be combined to determine what actions constitute unlawful retaliation, but whether Congress' failure to put the specific terms of discrimination in the anti-retaliation provision makes a legal difference. In *Burlington Northern*, the Court believed that Congress intended such a legal difference, recognizing that "the two provisions [of Title VII] differ not only in language but in purpose as well." The anti-discrimination provision is intended to provide employees with a workplace free from harm because of who they are (*i.e.*, because of their race, color, religion, sex, or national origin). The anti-retaliation provision, on the other hand, seeks to provide employees with a workplace free from harm based on what they do (*i.e.*, engage in protected activity). The Court recognized that to protect an employee from discriminatory harm in the workplace, Congress only needed to address specific workplace actions (*e.g.*, ultimate employment actions, such as hiring, firing, compensation, etc.). On the other hand, there are many other actions an employer could take both inside and outside the workplace that might adversely affect an employee's ability to engage in protected activity. As such, the Court determined that it made sense that Congress did not limit the discrimination in the anti-retaliation provision to ultimate employment actions.

The Court also determined how much harm would be necessary before a retaliatory act was actionable. In its decision, the Court determined that to be actionable, the employee must show that the challenged action would have "dissuaded a reasonable worker from making or supporting a charge of discrimination." Of course, we can expect much discussion in the future as to the meaning of a "reasonable worker," but the Court determined the reasonable worker standard was necessary to provide an objective standard that was judicially administrable.

Whether the number of retaliation claims will increase because of the Supreme Court's decision is uncertain. What is certain, however, is that following the decision in *Burlington Northern*, employers, especially in Eighth Circuit states, must be extremely cognizant of the actions they take following an employee's complaint or report of discrimination. Employers must understand what constitutes a complaint of discrimination and how to handle such a complaint without making the situation worse. The hurdle has been lowered for employees to establish a claim of unlawful retaliation by the employer. How low this hurdle has been set will not be completely understood until the lower courts have had a chance to establish case law defining its true parameters. Nevertheless, it is clear that retaliation is not limited to ultimate employment decisions. If the action might deter a reasonable person from making complaints of discrimination or harassment, such action might very well support a claim of unlawful retaliation against the employer.

Allocation of Risk in Private Company Acquisitions

by M. Shaun McGaughey and Eric B. Oxley

In a transaction for the purchase or sale of either the ownership interests in a business (*e.g.*, stock, limited liability company units, partnership interest, etc.) or the

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assets of the business, the parties to the transaction will spend significant time and resources negotiating the terms of the Purchase Agreement. In addition to providing for the economic deal terms, one purpose of the Purchase Agreement is to allocate transaction risk between the Buyer and the Seller. For the Buyer, a more practical purpose of the Purchase Agreement is to provide the Buyer with comfort that the Seller's portrayal of the business is accurate, or at least not materially inaccurate. This is done by providing the Buyer with a mechanism to recover part (and maybe all) of the purchase price from the Seller after closing, in the event that the Seller's portrayal of the business was not accurate.

Although many provisions of a Purchase Agreement are aimed at allocating transaction risk between the Buyer and Seller, the "Indemnification" section of the Purchase Agreement is where such provisions converge to address the monetary relief mechanism that a Buyer seeks. Lawyers often use words and phrases such as "caps," "survival periods," "baskets," "deductible," and "exclusions" when discussing Indemnification. For those who may not be familiar with these terms, the following discussion provides further explanation.

Indemnification Basket

An indemnification basket provides that in the event of a breach or misrepresentation by a party (the indemnifying party), the other party (the indemnified party) must first incur a certain amount of monetary expense or monetary loss before seeking indemnification from the indemnifying party. The actual dollar amount of an indemnity basket will vary depending on the size and the specific facts of a transaction. There is no "typical" basket but, generally, baskets get smaller (on a percentage basis) as the purchase price increases.

An often negotiated point relating to baskets is whether the basket will be a "deductible" or a "nondeductible" basket (a nondeductible basket is also sometimes referred to as a "dollar one" or "threshold" basket). A deductible basket provides that once the amount of expenses or loss reaches the agreed upon threshold, the party making the claim will only be entitled to recover the dollar amount that exceeds that threshold. For example, if the Seller has a $100,000 deductible basket and the Buyer makes a valid claim for $100,100, the Seller is only obligated to pay the Buyer $100. The alternative to this approach is the "nondeductible basket." Using the same example, if the parties had agreed to a nondeductible basket, then the Seller would be obligated to pay the Buyer $100,100 for the same claim.

Deductible baskets are more common than nondeductible baskets, and are strongly preferred by Sellers. One argument by Sellers against using a nondeductible basket is that a nondeductible basket may provide the Buyer with the incentive to assert immaterial claims if the Buyer's aggregate losses begin to approach the threshold amount. Another argument against a nondeductible basket is that it is inherently illogical for the claim that causes the threshold to be exceeded (which could be a small claim) to obligate the Seller to pay the full amount of the threshold. On the other hand, a Buyer will argue that a deductible basket needs to have a lower threshold, because making the Buyer bear the costs resulting from the Seller's misrepresentation or breach of the Purchase Agreement essentially results in the Buyer paying more for the business than the Purchase Agreement required.

Indemnification Cap

The Purchase Agreement may also contain an upper limit, known as a "cap" or "ceiling," on the aggregate indemnification payments that one party would be obligated to make to the other. In other words, a Buyer can seek monetary relief from a Seller up to and including the cap amount, but no more. Similar to indemnity baskets, caps vary depending on the size and the particular facts of a transaction; however, the variance in cap amounts is generally far greater than the variance in baskets. It is also not uncommon to see a Purchase Agreement that has no indemnification cap. While negotiating caps, the parties must balance the Seller's desire for closure on the transaction against the Buyer's desire for protection from unplanned costs and expenses resulting from a breach or misrepresentation by the Seller.

Survival Periods

The representations and warranties of the parties, and their respective indemnification rights relating to breaches by the other party, are generally limited to certain time periods. In theory, the "survival period" should be sufficient for inherent problems of the business to be discovered. A survival period of 12-24 months is typical, which should be sufficient to allow at least one, and maybe two, audit cycles to pass. Often, however, certain representations and warranties are held open until the expiration of the applicable statute of limitations. For example, Buyers often request that representations and warranties (and

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corresponding indemnification rights) relating to taxes, title to assets (or stock), corporate authority, and, occasionally, employee benefits and environmental issues, be held open indefinitely, or at least until expiration of the applicable statute of limitations. It is in a Seller's best interest to try and limit the survival period as much as possible, because the Seller does not want to have to worry about the Buyer bringing a claim months or years after the transaction has closed.

Exclusions

The parties may agree to exclude certain items from the basket, cap, and limited survival periods. Generally, a Buyer may require various exclusions from the indemnification limitations if the Buyer has specific areas of concern. For example, a Buyer may be concerned that there is hazardous substances contamination on the property. As a result, the Buyer may request that any adverse consequences suffered as a result of a breach of an environmental representation be excluded from the basket, cap, and survival periods. A Seller may agree to accept some responsibility if contamination causes adverse consequences, and try to alleviate some of the Buyer's concern by agreeing that claims relating to breach of an environmental representation be excluded from the cap and survival provisions, but may insist that such claims remain subject to the basket. This negotiation method, or derivations thereof, may apply to other specific areas of concern and will hopefully result in an agreeable risk allocation between the Buyer and the Seller.

Purchasing or selling a business can be an overwhelming task, but understanding some basic risk allocation concepts, such as those identified in this article, may provide some comfort during the process. Any of the attorneys in our Mergers, Acquisitions and Divestitures Practice Group would be delighted to discuss any questions or concerns you may have, so please feel free to give one of us a call.

Whatever You Do, Don't File Bankruptcy: Part II

by Donald L. Swanson and R. Scott Johnson

In the last issue of the *Client Adviser*, we cautioned that businesses experiencing stressed economic circumstances should consider bankruptcy as an alternative of last resort. That first article addressed the Chapter 7 liquidation option and explained why it should be avoided, if possible. This article discusses the Chapter 11 bankruptcy option and why the traditional concept of a business emerging from a bankruptcy reorganization with pre-petition ownership, management, and operations largely intact is a rare occurrence.

The theoretical sequence of a Chapter 11 bankruptcy is as follows: A business experiences hard times. The demands and aggression of creditors force the debtor to file bankruptcy, after which the Chapter 11 automatic stay provides some breathing space and an opportunity to restructure. The debtor thereafter achieves a consensual reorganization arrangement with creditors, a plan is confirmed, and the debtor continues on its merry way with pre-petition ownership, management, and operations largely intact. However, history shows that this "Traditional Concept" is, in large part, a pipe dream. Problems associated with the Traditional Concept seem to be greatest for medium- to smaller-sized businesses but also exist for large businesses. Such problems exist because of the following typical realities.

Before bankruptcy, the debtor is having difficulty making ends meet. Typically, the debtor first runs into trouble with its operating secured lender, who shuts off extensions of new credit. The debtor is forced to shift its credit needs to the backs of unsecured trade vendors, whose receivables increase in both amounts and age. Finally, the debtor hits a brick wall on all credit fronts that results in debtor's voluntary bankruptcy filing.

After filing for bankruptcy, the debtor's pre-bankruptcy financial problems often increase dramatically. In addition to its pre-petition obligations, the Chapter 11 debtor has new and expensive obligations, including large deposits demanded by utility providers and fees for debtor's legal counsel and accountant, and other bankruptcy "administrative" costs. Further, the debtor is now faced with multiple non-monetary costs, including suppliers becoming jittery and difficult, customers becoming uncertain and standoffish, and seemingly oppressive controls imposed under cash-collateral or debtor-in-possession financing arrangements.

On top of all that is the burden of the bankruptcy process on debtor's management. Once the petition is filed, the real chore begins for management. There are "first-day" motions, followed by the onslaught of motions for relief filed by secured creditors. Meanwhile, management is on a short leash to get schedules and its statement of financial

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affairs completed and filed, and management must face hostile creditors in person at the first meeting of creditors. Through all this, debtor's management must also deal with negative publicity that competitors can and will use against the debtor.

Then, when debtor finally works through all the foregoing and attempts to confirm a Chapter 11 plan, requirements that creditors consent to a Chapter 11 plan effectively kill any possibility of a reorganization that leaves ownership and management in place. The death knell sounds in large part because debtor's owners and managers, who have been proceeding under the Traditional Concept, are unwilling to part from their ownership and management roles.

In summary, the Traditional Concept of bankruptcy adds both an economic and a non-economic burden to the already struggling debtor. It's like strapping a 20-pound rock to a drowning swimmer. So, is there any benefit for a financially strapped business in filing a Chapter 11 proceeding? Actually, the answer can be "yes," but only under appropriate circumstances, and subject to limited debtor goals.

What Can Work

Chapter 11 can be useful if debtor's managers and owners are committed to drastic changes. Nearly all managers and owners of Chapter 11 debtors believe that they are making extreme and draconian changes, even when they are doing nothing more than pursuing the Traditional Concept. The problem is that the type of change involved in "what can work" frequently includes replacing current management and ownership. Also, drastic change frequently involves sales of major portions of the debtor's assets.

Another alternative is if owners and managers can reach a pre-bankruptcy reorganization deal with major creditors with the bankruptcy utilized to merely effectuate that deal, then a Chapter 11 proceeding has a chance of being successful with management and ownership surviving. Such an arrangement is commonly referred to as a "pre-packaged bankruptcy."

Studies indicate that the Traditional Concept rarely works. As a result, it is not likely that filing a Chapter 11 will allow a company to emerge from bankruptcy with substantially the same pre-bankruptcy ownership, management, and operations. This is not to say that an ailing business cannot get healthy. The lesson is that Chapter 11 bankruptcy reorganization is probably not the right way to get healthy.

The next article in this series will discuss the Chapter 13 "individual" reorganization, and the pros and cons of this option as they relate to sole proprietorships.

No Smoking Ordinance

Omaha's "no smoking" ordinance became effective October 2, 2006. Commencing on this date, smoking is prohibited in places of employment and public gathering places in Omaha (certain businesses, such as tobacco retail outlets and bars that meet certain conditions, are exempt from the ordinance until May 14, 2011). The ordinance defines a "place of employment" as an area under the control of a public or private employer that employees normally frequent during the course of employment. "Places of employment" also include, but are not limited to, employee lounges, restrooms, conference and meeting rooms, classrooms, cafeterias, hallways and commercial vehicles.

The ordinance requires employers to advise employees of the prohibition on smoking. Prospective employees must also be advised of the prohibition upon application for employment.

If you have additional questions, please contact a member of Koley Jessen's Labor and Employment Law Group.

Notice to All Limited Liability Companies in Nebraska

With the passage of LB 647 by the Nebraska Legislature on March 22, 2006, all limited liability companies ("LLCs") registered in Nebraska are required to file a Biennial Report ("Report") and pay a $10.00 filing fee in each odd-numbered year. For example, an LLC will have to file a Report in 2007, but not in 2008. The first Report will be due April 1, 2007, and if it is not received by the Nebraska Secretary of State by that date, the Secretary of State may dissolve the LLC after providing sixty days' prior notice of such intent to the LLC.

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ANNOUNCEMENTS

Welcome & Congratulations

We are pleased to welcome **Kendra J. Ringenberg** to Koley Jessen as an Associate. Kendra moved to Omaha from Kansas City where she worked for a law firm for three years. A 2003 graduate of the University of Nebraska School of Law, Kendra is practicing in the Corporate and Real Estate areas.

We are also pleased to announce that **Allyson V. Crossman, Alexander J. Wolf, Christopher J. Riffle, Rachel L. Theilmann, Taylor C. Dieckman** and **Leilani M. Harbeck** have joined the Firm as new Associates.

Allyson graduated with distinction from the University of Nebraska School of Law and is practicing in the areas of Estate and Succession Planning and Estate Administration.

Also practicing in the areas of Estate and Succession Planning and Estate Administration, as well as Real Estate, Alex graduated *cum laude* from the University of Minnesota School of Law.

Chris graduated with high distinction from the University of Nebraska College of Law and has joined the Litigation and Trial Practice group.

Rachel has also joined Koley Jessen's Litigation and Trial Practice group. She graduated *magna cum laude* from the Creighton University School of Law.

Taylor graduated *cum laude* from the Creighton University School of Law and is practicing with the Corporate and Intellectual Property groups.

Leilani has joined the Litigation and Trial Practice group. She graduated *magna cum laude* from the Creighton University School of Law.

Speaking Engagements

Michael S. Mostek was a presenter at an afternoon seminar for environmental professionals on Thursday, September 28th entitled "All Appropriate Inquiry -- An Afternoon of Networking." Koley Jessen was co-sponsor of the event.

Stacia L. Palser will be a presenter at a seminar on Monday, November 6th on Real Estate Law. Stacia will be presenting on the topic of "Environmental Issues in Real Estate Transactions".

Community Involvement Updates

Gregory C. Scaglione and legal secretary **Marci Bennett** organized 41 Koley Jessen employees, families, and friends to participate in the Brush-Up Nebraska Paint-a-Thon in August.

Eric B. Oxley and legal secretary **Debbie Stoll** organized a team of 65 runners and volunteers for the Omaha Corporate Cup Run held on September 17, 2006, which benefits the American Lung Association of Nebraska.

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The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by rule of the Supreme Court of Iowa.

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