ARIZONA ADR FORUM

summer 2016

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STATE BAR OF ARIZONA

EDITOR | THOM COPE

We welcome comments about this newsletter and invite you to suggest topics or submit an article for consideration. Email the Editor, Thom Cope at tcope@mcrazlaw.com

from the chair

Jonathan D. Conant, Esquire

greetings!

It's that time to extend melancholic greetings to the Section. This has been a somewhat tumultuous year for many of us, with changing practices, additions of staff and expansions of practices.

Personally, I find myself reflecting on what was done before me and what I have done. Perhaps being somewhat critical, it has also been a reflection of what I had not done for the section. I think what makes me the proudest for my service is having a Vice Chair that is superior, with great insight and direction for the future. We have begun enacting changes this year in furtherance of our collective goals for change into the coming year and the year beyond that.

For the Section, this has been a period of flux to be certain. Without the help of my Vice Chair, Renee Gerstman, little would likely have been accomplished. Together we enacted some changes to the Section, including making our Executive Board more effective through less and more intense meetings. We have also tried to produce fewer, yet more intense and beneficial CLE presentations with the great assistance and direction of Alona Gottfried.

These changes will continue into the coming year, further enhancing and refining our Section. We have always been on the forefront of the ADR world in Arizona, and with the changes we are enacting this will surely continue into the future.

We are also approaching the annual convention, which this year is certain to be fabulous. Steve Kramer and Renee have done an outstanding job organizing this year's event, garnering yet another President's award. There are too many people to thank in the space of this article, but I cannot encourage you enough to come and learn; to share with everyone. This is absolutely a presentation that must not be missed to be certain.

In closing, let me express again a heartfelt thank you. YOU make this section what it is. YOUR contributions are what make us all proud to be members of the ADR Community.

—Jonathan D. Conant, Esquire
ADR Section Chair

ALTERNATIVES IN THE COMMERCIAL ARBITRATION PROCESS

by Renee Gerstman

With increasing frequency clients are opting to have their business disputes resolved by arbitration rather than court process. In choosing arbitration over trial before a judge or jury, the parties are anticipating that they will be able to take advantage of one or more of the benefits of arbitration – informality, limited discovery, relaxed rules of evidence, confidentiality, flexibility, reduced costs and fees, timeliness and finality. When arbitration becomes no more than a simplified or informal trial using all or many of the methods of litigation, the benefits of arbitration are lost.

In choosing arbitration clients often balance the risk of a final adverse decision against the costs of litigating the dispute. Many clients would risk the possibility of an adverse decision in exchange for reduced cost to "litigate" the dispute and a timely final and binding decision. Because arbitration is an "alternative" form of dispute resolution the parties can utilize different methods and processes not allowed under the rules of civil procedure to shape the process. This article provides the litigator and neutral with a few different techniques that can be employed, either in combination or alone, to shorten the arbitration process and reduce the cost of arbitration.

The rules of arbitration encourage the use of cost cutting or efficiency mechanisms. Rule R-32, AAA Commercial Rules – Conduct of Proceedings allows:

- The arbitrator to vary the procedure for presentation of evidence so long as parties are treated equally and each party is given a fair opportunity to present its case. This could include **stipulated facts and/or law**. Agreement on those facts or law that are not contested allows the parties to spend their resources on the key issues in dispute and focus the hearing on the material issues that are dispositive of the case. If the qualifications of the experts are not in dispute or the underlying facts tested, provide the arbitrator with the experts' respective resumes and test results in advance of the hearing and focus the presentation of evidence on their opinions.
- The arbitrator to conduct the proceedings with a view to expediting the resolution of the case. This could include limiting discovery or the time allowed by each party for presentation of their case.
- For the presentation of evidence by alternative means. This might include use of video conferencing, Skype, telephonic testimony or **declarations for direct exam**. Unlike trial in court, declarations or affidavits of a witness may be accepted in arbitration. Declarations of a party or witness can be fair when the witness is made available for cross-examination either in person or video-conference. This method of conducting direct exam can substantially reduce hearing time and focus the parties on the decisive issues to be addressed at the arbitration.
- Waiver of oral hearings and resolution through **document submission**. *See* Rule E-6.

Parties can also control the process by controlling the award that will be rendered. It is not uncommon to see an arbitration provision that limits the damages that may be awarded and excludes punitive, incidental or consequential damages. Less common, but highly effective is limiting the arbitrator to one of the parties' proposed resolutions (baseball arbitration) or to a pre-negotiated range (high-low arbitration).

Baseball Arbitration or Final Offer Arbitration

In baseball arbitration the parties limit the relief the arbitrator may award at the conclusion of the hearing. Prior to the hearing each party submits a proposed award to the arbitrator and the other party. At the conclusion of the hearing, the arbitrator adopts one of the proposed awards without modification. This process limits the arbitrator's discretion and provides an incentive to take a reasonable position in the dispute resolution process so that it will be adopted by the arbitrator. Baseball arbitration is effective because it heightens the risk to the parties and as result encourages settlement.

In a variant called "night baseball" the arbitrator does not know the parties' proposals until after a decision is rendered. The award is entered in favor of the party whose proposal was closest to the arbitrator's decision.

When baseball arbitration is used along with mediation, it is sometimes referred to as "Last-Offer Arbitration." If after negotiation or mediation the parties reach an impasse on some or all issues in the case, they may submit a final offer to the arbitrator whose sole function is to choose one or the other positions.

High-Low or Bounded Arbitration

In this form of arbitration, the parties agree privately without informing the arbitrator that the arbitrator's final award will be adjusted to within an agreed upon range. This form of arbitration provides the parties with both a floor and a ceiling for the award. In exchange for a potential windfall award, the claimant limits the risk of a total defense award or an award less than the "low" offered by the respondent. The respondent makes the opposite exchange. The respondent commits to paying a minimum amount, giving up on the possibility of a total defense award, in exchange for a guaranty that the award will be no more than the "high;" limiting its maximum exposure. If the award is within the range agreed upon by the parties, the parties are bound by the figure in the award. If the award is less than the "low" amount proposed, the award is adjusted upward to the "low." If the award exceeds the "high" the respondent is nonetheless only required to pay the "high."

Approach the arbitration process creatively. In arbitration you are not creating a record for appeal. There is no need to make sure every little fact can be pulled from the record upon review. Analyze the issues that are dispositive of the case and the essence of the disagreement on those issues. If the dispute is about "how much" more than "if" consider utilizing high-low arbitration or baseball arbitration. If the dispute is about "what" but not about the applicable law, stipulate to the applicable law and structure the presentation of evidence to how the facts mandate a legal conclusion. While the techniques discussed above may not be appropriate in all cases, the use of some alternative methods can reduce the cost and time of arbitration and provide clients with the benefits they had bargained for in opting for arbitration. ADR

ABOUT THE AUTHOR

RENEE GERSTMAN provides general representation to small- and medium-sized businesses. In her nearly three decades of practice she has represented business owners and individuals in all types of commercial transactions and litigation, from the inception of the business, though the day-to-day operations, to the sale of the business. Within that broad practice, Renee has focused on matters involving real estate, construction, general business contracts, partnerships, LLCs and shareholder issues.

Her extensive experience in business transactions and litigation makes her a sensible, aware and effective mediator, arbitrator and evaluator of business disputes. Renee is an experienced neutral who can be retained privately or through the American Arbitration Association. She is panelist on the AAA roster of commercial neutrals and on the list of approved mediators with the Arizona Association of Realtors.

BY DAVID C. TIERNEY

1 ASPECT

OF THE NEW AAA FORM OF SCHEDULING ORDER

[RE DISPOSITIVE MOTIONS]

In the last 8 months, AAA began utilizing a revised form of scheduling order at least in construction cases. It contains this text as its paragraph 5:

> "In the event that a party desires to file a dispositive motion, it may file and serve an opening letter on or before _____, not to exceed three (3) pages in length stating the reasons it believes that a dispositive motion should be heard by the Arbitrator. The opposing party may file and serve its letter in opposition, not to exceed three (3) pages in length, on or before _____. The Arbitrator will then rule on the parties' letter submissions on/or before ten (10) days thereafter. If allowed to be filed, dispositive motions will be due within twenty (20) days after the filing of the dispositive motion and reply due ten (10) days thereafter.

The purpose of this new "protocol" for handling motions appears to be, in effect, is to give the Arbitrator more control over "arbigation", i.e. over an arbitration's being converted into a Superior Court trial.

Nothing has been published concerning this innovation, but it appears to give the Arbitrator power to decline to receive and process a dispositive motion if that motion would:

(a) have little or no chance of success; or
(b) not significantly streamline the case; or
(c) be "factually based" as to duplicate witness-hearing time.

The new paragraph 5 protocol appears to be designed to preserve the hallmarks of arbitration:

more economical,
speedier;
less complex than courthouse litigation.

Though the RUAA in § 12-3015(B) – (D) permits dispositive motions, such are not "favored" in arbitration. This new paragraph 5 protocol is designed to make the Arbitrator a "gate keeper" as to motions which might create cost, delay, and duplicative testimony without a significant promise of gains in issue resolution.

CONCLUSION

This is a new dynamic, one which is layered on top of the new turn toward "motion practice" in arbitration, as allowed in the RUAA.

This paragraph in the scheduling order form can be stricken, but if it remains in place in your case, it creates a new "tightrope" for an Arbitrator to walk.

Advocates will have to ***give real thought*** in preparing their three (3) page applications when seeking to file motions.

So, I recently issued a four (4) page ruling that ended with this paragraph:

> "I find that the proposed motion, as described, does not appear likely to streamline the issues. It does appear that it will result in factually-based assertions which are diverse and detailed as to one homeowner or another, and it would likely duplicate fact presentation that will need to occur at the evidentiary hearing.
>
> No motion may be filed and these issues will await the evidentiary hearing".

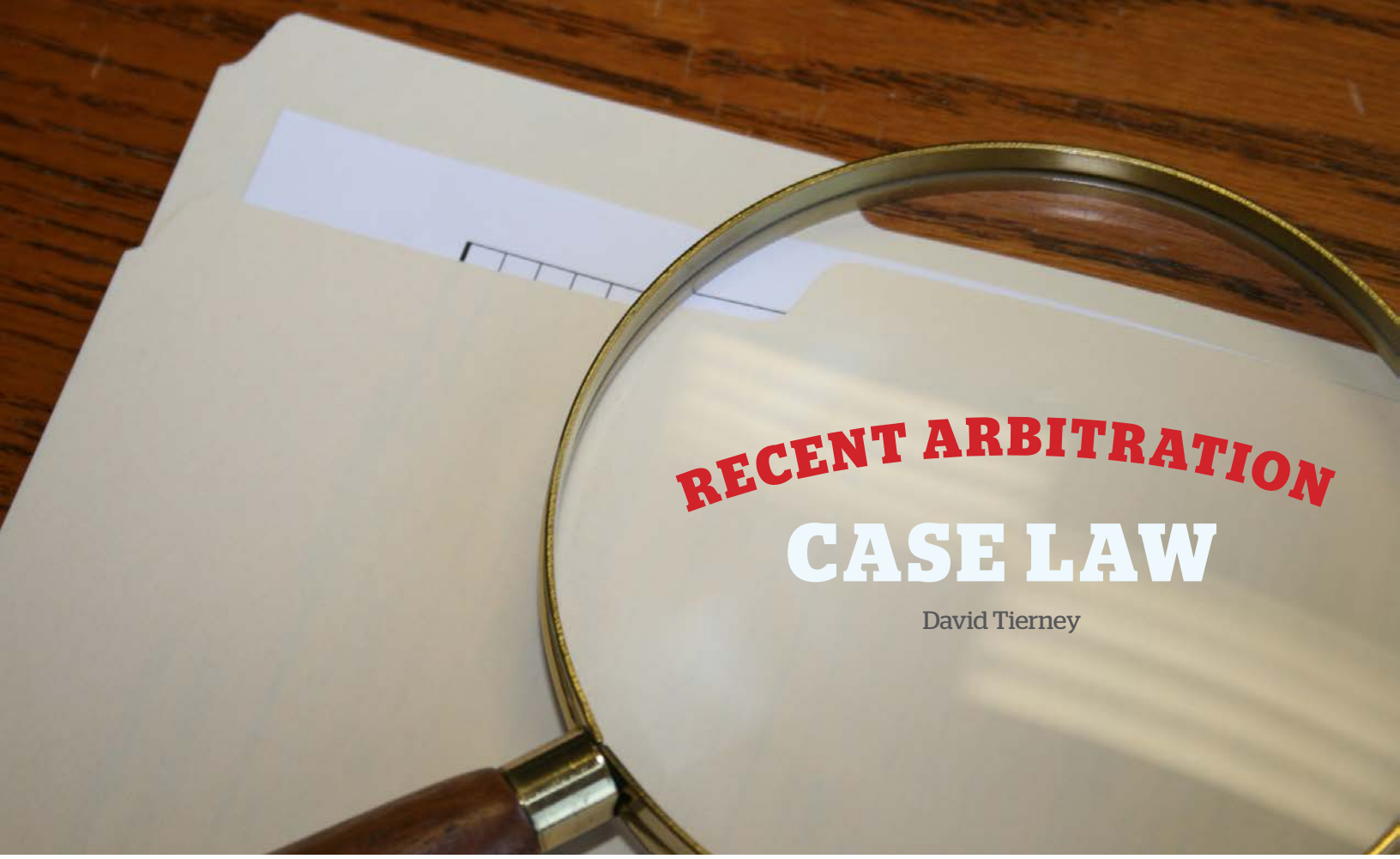
Here are my take-aways from the new paragraph 5 protocol:

ARBITRATORS: Prepare to face a new early-on thorny issue.

ADVOCATES: Sharpen your pencils. Write concise, powerful, justificatory three (3) page letters which resolve the three (3) issues with which I commenced this talk.

Can it be said that your motion:

(a) has little or no chance of success; or
(b) could not significantly streamline the case; or
(c) is so "factually based" as to duplicate witness-hearing time, with little resolution of the issues? ADR



RECENT ARBITRATION CASE LAW

David Tierney

"UNDUE MEANS" as a Basis for Overturning and Arbitral Award is Clarified in the *Roberts* Decision

Roberts v. Del Webb Communities, Inc., 2015 WL 770366 was a February 24, 2015 unpublished decision authored by the Honorable Maurice Portley of our Court of Appeals. The opinion affirmed Superior Court Judge Katherine Cooper's confirmation of an arbitration award in favor of 460 purchasers of homes from Del Webb (and Pulte Homes) who had reported home construction problems ranging from collapsing soils to defective windows. An arbitration of their implied warranty claims had lasted 52 days before a three arbitrator panel and resulted in a $7.8 million award, followed by a $2.6 million award of attorneys' fees to the claimant homeowners – plus expert costs. In their confirmation petition, the homeowners requested prejudgment and post judgment interest and Judge Cooper had awarded both.

Judge Portley, citing the recent case of *Nolan v. Kenner*, 226 Ariz. 459, 461 250 P.3rd 236, 238 (App. 2011) stated that the judicial review of arbitration awards is severely restricted 1 under the F.A.A., which governed this arbitration.

Undue means as a basis for overturning an award is defined:

> Del Webb alleged that the arbitral award had been obtained by "undue means", one of the listed F.A.A. bases upon which a court can refuse confirmation of an award. The first of the "undue means" which Del Webb asserted in this case was that one of a myriad of expert witnesses utilized by the plaintiff homeowners had been hired on a "contingent fee" basis. This was a matter which the arbitral panel had evaluated and considered at the time of hearing and had chosen to admit the expert's opinion, but noted that the fee arrangement impacted the expert's weight and credibility, not the admissibility of his testimony. Del Webb bolstered its "expert hired with a contingent fee" argument by saying that the panel's admission of such testimony constituted a grave violation of public policy, an argument which the Superior Court and Court of Appeals rejected.

Claiming that there had been overzealous and unethical "solicitation" of the homeowners to join the case, and that the attorneys had an ownership interest in the soil testing lab which they had used, Del Webb asserted that such conduct was "undue means" which would justify a vacating of the award. The courts disagreed.

Judge Portley's opinion (citing *Nolan*) states that relief from an award based upon a claim that "undue means" have been utilized by the successful party cannot be granted unless it involves intentional bad actions, not just "sloppy lawyering". Further, the conduct has to be something which:

1. was not discoverable before the arbitration concluded, if due diligence had been used;
2. related materially to some important issue in the arbitration; and
3. has been established by clear and convincing evidence.

Here in *Roberts*, the three arbitrator panel and the respondents, knew all about the way in which the claims were gathered and developed. The Appeals Court declined to find "undue means" and ruled that the award had properly been confirmed in the Superior Court.

Attorneys' fees award merited when both sides request fees:

> Del Webb argued that no attorneys' fees ($2.6 million) should have been awarded under its reading of the sales contract's attorneys' fees clause. The Court noted that ***both*** the homeowners and Del Webb had ***asked*** the panel to award attorneys' fees and ruled that, when ***both*** parties have ***called for*** an award of legal fees, that issue is submitted to the panel for its decision and a court will not intervene to roll back the fee award.

Panel's definition of "costs" to be awarded will not be set aside:

> Del Webb argued that, when the arbitral panel awarded the homeowners' substantial ***expert fees*** as "costs of arbitration", this was an error. The Court of Appeals ruled that such an interpretation of the "costs" which were allowed by the contract's arbitration clause, was the panel's construing the terms of the contract, a decision with which the court would not interfere.

Summary

This 2015 *Roberts* decision (to the extent citable) now amplifies the earlier decision in *Nolan v. Kenner*, 226 Ariz. 459, 250 P.3rd 236 (App. 2011). In that case, Judge Kessler on the Court of Appeals wrote that "undue means" to justify overturning an arbitral award had not been shown. The issue there has been that a California lawyer, not registered in Arizona, had represented Kenner in the arbitration proceedings. The Nolan opinion points out such Bar membership was not concealed or misrepresented and was easily discoverable by opposing counsel who had represented Nolan, thus it could not be urged as "undue means" which would permit vacating the award.

"USE IT OR LOSE IT" Applies to Arbitration Clauses According to the *Russo* Decision

In *Russo v. Barger*, 1 CA-CV14-0588 (January 26, 2016), the Court of Appeals overturned Judge Richard Gama. The opinion (by Judge Margaret Downie) dealt with a contract under which Russo had purchased a condo in Las Palomas Seaside Golf Community for $135,150 and had signed a purchase contract containing a forum selection clause choosing "the competent courts of the City of Hermosillo, Sonora", Mexico. The condo developer claimed that there had been a decision by those courts granting the developer certain status, protection, and the right to continue to hold the money though the condo was not constructed after a long delay.

Russo filed suit in Maricopa County in 2009, which suit was timely answered – and the forum selection clause was raised by the developer among other defenses. A Motion for Summary Judgment and one for Cross Summary Judgment (not mentioning the forum selection clause) were filed in 2010. In 2011, an Amended Complaint was filed. Only then (after depositions were taken on various issues in the Motion for Summary Judgment) were Motions to Dismiss filed, raising the forum selection defense – and Judge Gama in Superior Court said that the forum selection clause was enforceable and had not been waived by three (3) years of Maricopa County litigation and discovery.

Analogizing to ***arbitration*** clauses and citing two arbitration cases, the Court of Appeals ruled that a party who "participates ***substantially*** in litigation without promptly seeking an order from the Court compelling arbitration" (emphasis added) will be held to have ***waived*** by his conduct the benefits of that arbitration clause for a forum selection clause. "We hold that, as with arbitration clauses and notice of claim defenses, a party may waive reliance on an otherwise enforceable forum selection clause by participating substantially in litigation without promptly seeking to enforce that clause." (HN16)

The teaching of this case as regards arbitration is that the Court of Appeals has ***stridently*** said that, if one has an arbitration clause that one might enforce, one must not file motions, or do depositions, or prepare disclosures. Instead, one must ***immediately***, and preemptively, assert that arbitration clause (utilizing Section 12-3007, motion to compel or to stay arbitration). If you don't do so, you will have lost your rights under the arbitration clause. This may be dicta, but it is forcefully stated.

ENDNOTE

1. The RUAA also restricts judicial review to 6 bases stated in the statute. A.R.S. § 12-3023 (A)(l)-(6).

5 Ways to Handle Conflict During Construction

Rider Levett Bucknall's John Jozwick has five ways to curb disputes and prevent the situation from escalating to litigation.

Claims, disputes, arbitration, litigation: these are dreaded procedural pitfalls that often dog construction projects large and small. Not only are they time-consuming to work through, but they're costly, too: The National Research Council estimates that $4B to $11B is spent annually in resolving these cases in the U.S. market.

At the North American office of Rider Levett Bucknall, the approach we take to avoid or minimize the number of conflicts that end up in post-project arbitration or litigation dispute often centers on using Project Neutrals or independent Dispute Review Boards (DRB).

These individuals are trained, neutral advisors who focus solely on the project, not on any one party's position. Part psychiatrist, part negotiator, DRBs and Project Neutrals understand, manage, and resolve conflicts caused by normal construction processes in order to avoid disputes. They work with owners, architects, contractors, and consultants to transition the industry-collective mindset from conflict to conflict resolution, and ultimately to dispute avoidance.

Here are five core practices that Project Neutrals and DRBs utilize to keep the peace, while keeping a project on-track.

1. Develop trusting relationships with each stakeholder. When trust levels are high, people tend to be less defensive and are more willing to share information to help find a mutually acceptable solution to a problem. If parties mistrust one another, they often act defensively, focusing solely on their own needs and interests. Creating a working relationship that is trust-based makes conflict management and resolution easier.
2. Play an active, integrated role in the overall project team. If you want to be prepared to handle conflicts, it's important not to sit passively on the sidelines during the design and construction process. Connecting regularly—through meetings, emails, and phone calls—with key players from the start of a project can establish you as a familiar, concerned, and impartial presence, rather than a biased opportunist or outlier.
3. Communicate clearly. The sheer quantity of documentation and communication generated by construction projects can be massive; the quality of those documents, in terms of clarity and meaning, can be ambiguous, inflammatory, or even overwhelming. Using simple and considerate language can avoid small misunderstandings—and keep them from escalating into major conflicts.
4. Treat all parties equally and fairly. If you demonstrate competence, honesty, and respect for the project and all its stakeholders, people will be confident in your ability to protect their interests and provide fair advice, recommendations, and guidance. This empowers each party to be open to conflict resolution, secure in the knowledge that, if necessary, you can be relied upon to provide sincere and balanced feedback.
5. Serve as a resource to help stakeholders explore mutually acceptable solutions.It's not easy to challenge the traditionally adversarial culture of the construction industry. If you present people with reasonable and effective options to the expensive, ingrained blame game that pervades the business, you'll earn the esteem of your professional colleagues and be recognized as a leader in the field.

Employed regularly, these fundamental dispute-avoidance techniques can bring a new harmony to construction projects, resulting in streamlined schedules and enhanced bottom lines.

JOHN T. JOZWICK, Esq. is Senior Vice President and General Counsel for Rider Levett Bucknall Ltd. (RLB) North America. With over thirty five years experience in the construction industry, John provides advisory services to owners, contractors, subcontractors, design professionals, sureties, and attorneys relating to construction projects and disputes as an expert witness and as an ADR provider. John has been providing ADR services as Arbitrator, Mediator, and Umpire of construction related disputes since 1994. Additionally, John provides dispute avoidance services as a Dispute Review Board (DRB) member or Project Neutral. He is a qualified DRB panel member for DOT projects in Washington, California, Nevada, and Wisconsin, and provides DRB / Project Neutral services for vertical construction projects.

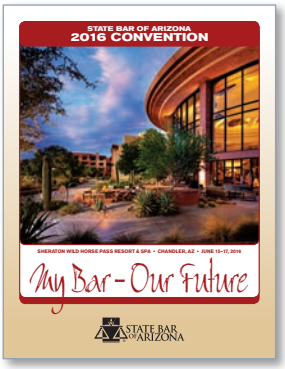
As an international property and construction consultancy, RLB works on projects throughout the Americas, Asia, Europe, Middle East, Oceania, even Antarctica, and has been providing construction consultancy advice at all stages of the construction cycle for over 230 years. We understand construction projects, costs, schedules, damages, and disputes, and our clients trust our advice.

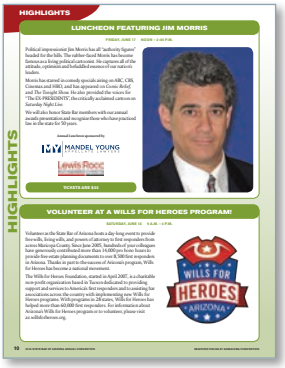
save the date: thursday, june 16, 2016 (8:45am–Noon)

The State Bar of Arizona ADR Section is presenting a morning seminar at this year's State Bar of Arizona Annual Convention. The seminar is entitled, ***ADR Talks.*** The morning session will provide valuable tips, tools and useful perspectives (***see T-23 below***). Please join our panel of experts for this engaging seminar. 3 CLE Ethics Credit hours are available upon completion.

save the date: thursday, june 16, 2016 (2:00pm–5:15pm)

The State Bar of Arizona ADR Section is also presenting an afternoon seminar at this year's Convention. The seminar entitled, ***Arbitration Myths and Realities/Effective Meeting Management,*** (***see W-7 below***). Please join us for this highly informative seminar. 3 CLE Credit hours/2 CLE Ethics Credit hours are available upon completion.





SEMINARS

THURSDAY MORNING

T-23 THURSDAY JUNE 16 8:45 A.M. – NOON

ADR Talks

This program provides tips, tools and useful perspectives for practitioners who participate in mediation to resolve disputes. Eight highly credentialed mediators will each present 15-minute "Talks" addressing mediation-related topics of interest to attorneys and neutrals. The criteria for topic selection were: Is it important? Do you feel passionate about this? Do lawyers need to hear this? The topics include:

- What lawyers should do BEFORE a mediation to set it up for success
- The Opening Joint Session: Mediator's Best Tool or Worst Nightmare?
- Challenges in Addressing Ongoing Relationships in the Employment Mediation Setting
- What About Impasse?
- The 2-Step Mediation Process
- Experts and Expertise in Mediation
- Addressing Power Imbalance
- The Warrior and the Mediator: A Tale So Paradoxical It Could Be True

Questions and anecdotes from the audience will be followed by a discussion of recent case law and legislative developments affecting negotiation, mediation, arbitration, and related confidentiality and discovery issues.

Presented by:	Alternative Dispute Resolution Section
Chair:	Steven P. Kramer, Law Office of Steven P Kramer
Moderator:	Thom K. Cope, Mesch Clark & Rothschild PC
Faculty:	Joy B. Borum, Family Mediation Center Robert F. Copple, Copple & Associates PC Tamra Facciola, TS Facciola PLLC Ken Fields, Fields Mediation (retired Superior Court Judge) Sherman D. Fogel, Sherman Fogel, Conflict Management & Dispute Resolution Michelle Langan, The Michelle Langan Mediation Law Firm Christopher M. Skelly, Scott Skelly & Muchmore (former Superior Court Judge) Judith M. Wolf, Arizona Mediation Institute
Panel:	David C. Tierney, Sachs Tierney PA Renee Gerstman, Wells & Gerstman Steven P. Kramer

3 CLE ETHICS CREDIT HOURS

THURSDAY AFTERNOON

T-32 THURSDAY JUNE 16 2:00 P.M. – 5:15 P.M.

Arbitration Myths and Realities/ Effective Meeting Management

This program provides tools and methods for approaching and participating in arbitration with greater confidence and effectiveness and for planning and conducting more productive and collegial meetings.

A panel of experienced arbitrators will debunk the myths behind the reasons attorneys often give to avoid arbitration. The panel will present statistics and realities and talk about ways to eliminate or minimize the perceived drawbacks behind the myths. Arbitration can be an efficient and cost-effective process. Steps can be taken to preserve an even playing field. This program will arm attorneys with available rules, agreements, approaches and practices that can help achieve these goals.

The only thing worse than sitting through a boring, unproductive meeting is *leading* a boring, unproductive meeting. The second part of this program will provide attorneys with tools and practical advice for effectively planning, preparing for, moderating and participating in meetings. In an exciting, fast paced and interactive program, the presenters will discuss facilitation principles, explore group dynamic issues, and propose effective ways of developing ideas, accomplishing consensus and skillfully improving communication in group settings.

Immediately following the program, the In-House Counsel Committee of the State Bar of Arizona will host a reception, with refreshments.

Presented by:	Alternative Dispute Resolution Section In-House Counsel Committee
Chair:	Steven P. Kramer, Law Office of Steven P. Kramer
Moderator:	Renee Gerstman, Wells & Gerstman
Faculty:	Michele M. Feeney, Michele M. Feeney LLC Jonathan Conant, Jonathan D. Conant Esq., Prescott, Ariz.
Panel:	Judith M. Dworkin, Sacks Tierney PA Patrick Irvine, Fennemore Craig (retired judge, Arizona Court of Appeals) John T. Jozwick, Rider Levett Bucknall Ltd. Lance K. Tanaka, American Arbitration Association, Denver, CO

3 CLE CREDIT HOURS **2** CLE ETHICS CREDIT HOURS

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Soliciting Articles and Comments

for a Pro/Con discussion of "*whether or not you need to be subject matter expert in the area in which you have been hired to mediate*" i.e. if you are hired to mediate a construction case, should you know something about construction law? Family law; employment law, etc.

from the editor

by Thom Cope

As always this edition could not have been possible without the sterling efforts of section members responding to my call for articles. Thanks to all of you who contributed to the success of this newsletter. Again I encourage everyone with an idea for an article to contact me at any time. Or if you have published somewhere else, we can re-publish it for the benefit of our section members.

Also, there would be not be a newsletter without the assistance of the AZ Bar staff. Thanks to them as well.

I hope everyone has a very productive Summer.. Be Well. Thom Cope