

Transport *Update*

*ALFA International Transportation Practice Group Reports From
Around the Country Concerning Legislation, Regulations
and Decisions of Interest*

Editor's Notepad

As we embark on a new year, we at ALFA hope that 2004 was a year of opportunity and fulfilled promise for our clients and member Firms. The Transportation Practice Group at ALFA is dedicated to providing our clients and members with interesting and relevant information that impacts the transportation industry. We trust you will find that this edition of the Transportation Update meets that goal. Please remember to save the dates for the 2005 ALFA Transportation Law Practice Group Seminar to be held April 27-29 at the Ritz-Carlton Resort in Amelia Island, Florida.

This year's presentation will surely be one of our best yet. We look forward to seeing you.

As always, the editors of the Transport Update welcome your input and comments. We encourage you to submit proposed articles or other matters of interest.

We appreciate your continued support of ALFA.



Joseph C. Balestrieri, Esq.
Co-Editor
ROBINSON & WOOD, INC.
San Jose, California
(408) 298-7120
Fax: (408) 298-0477
jcb@r-winc.com



Will H. Fulton, Esq.
Co-Editor
WOODWARD, HOBSON & FULTON, L.L.P.
Louisville, Kentucky
(502) 581-8000
Fax: (502) 581-8111
wfulton@whf-law.com

C O L O R A D O

*Raleigh v. Performance
Plumbing and Heating, Inc.,
No. 02CA1076, 2004 Colo.
App. LEXIS 780
(Colo. App. 2004)*

In *Raleigh*, the Colorado Court of Appeals held that the defendant employer was not liable for negligent hiring due to the employee's off-duty driving accident. Colorado recognizes the tort of negligent hiring. "Liability [for negligent hiring] is predicated on the employer's hiring of a person under circumstances antecedently giving the employer reason to believe that the person, by reason of some attribute of character or prior conduct, would create an undue risk of harm to others in carrying out his or her employment responsibilities." 2004 Colo. App. LEXIS 780, at *4 (citing *Connes v. Molalla Transp. Sys., Inc.*, 831 P.2d 1316, 1321 (Colo. 1992)).

The tort of negligence requires the elements of duty, breach of duty, causation, and injury. If the job requires the employee to have minimum contact with the public, the employer only has the duty to obtain past employment information and personal data from an initial interview. If the job requires the employee to have frequent contact with the public or close contact with certain individuals, the employer has the duty to investigate the applicant's background. Breach of duty and causation are generally questions for the jury.

Here, the employee stated on his job application that he had a valid driver's license and no moving violations. Although the employee authorized the defendant to check his driving record, the defendant did not do so. Unaware that the employee had a suspended driver's license and moving violations, the defendant hired the employee.

The employee, a plumber, got into an accident with the plaintiffs while driving home from work in his personal truck. The plaintiffs were injured in the accident.

The tort of negligent hiring is an instrument to hold the employer liable for the employee's conduct outside the scope of employment. However, with respect to traveling to and from work, "a finding that employee [is] acting within the scope of his employment is required to hold the employer liable for negligent hiring." 2004 Colo. App. LEXIS 780, at *10 (citing *Hare v. Cole*, 25 S.W.3d 617, 621 (Mo. Ct. App. 2000)). "It is logically necessary to draw a bright line separating on-duty driving from off-duty driving Otherwise, any employer who fails to check the license status of employees, and who knows that it is necessary that employees drive to and from work . . . could face potential liability for negligent hiring . . ." 2004 Colo. App. LEXIS 780, at *10-11 (quoting *Hare*, 25 S.W.3d at 621-22).

Here, as a result of the jury's finding that the defendant's conduct was outside the scope of employment, the court reversed judgment for the plaintiffs on the negligent hiring claim.

Having specifically found that employee was not acting within the scope of his employment at the time of the accident, the jury had no logical basis to find that defendant's breach of its duty to use reasonable care in hiring employee was the cause of plaintiffs' injuries. In finding that employee was not acting within the scope of his employment when the accident occurred, the jury rejected the very factual basis for plaintiffs' assertion that defendant should be liable for negligent hiring: namely, that there was a sufficient employment nexus because employee's truck had been equipped with a pipe rack for defendant's benefit and contained work tools.

2004 Colo. App. LEXIS 780, at *12. Traveling to or from work is within the scope of employment if it is at the employer's express or implied request or

at his or her benefit beyond the employee's arrival at work. Id. at *11 (citing *Capra v. Tucker*, 857 P.2d 1346, 1348 (Colo. App. 1993)).

With respect to the respondeat superior claim, the court affirmed the denial of plaintiffs' motion for JNOV. JNOV requires that "no reasonable person could reach the same conclusion as the jury." 2004 Colo. App. LEXIS 780, at *14 (quoting *Williams v. Cont'l Airlines, Inc.*, 943 P.2d 10, 17 (Colo. App. 1996)). The jury's finding that the employee was not acting within the scope of employment at the time of the accident does not meet that standard.

The court concurred with *Hare*: "where employee driver [is] involved in car accident, a finding that employee [is] acting within the scope of his employment is required to hold the employer liable for negligent hiring." 2004 Colo. App. LEXIS 780, at *10 (citing *Hare v. Cole*, 25 S.W.3d 617, 621 (Mo. Ct. App. 2000)).

The jury found that the employee was not acting within the scope of his employment at the time of the accident. Consequently, the appellate court held that (1) "the jury had no logical basis to find that defendant's breach of its duty to use reasonable care in hiring employee was the cause of plaintiffs' injuries," and (2) "the jury rejected the very factual basis for plaintiffs' assertion that defendant should be liable for negligent hiring: namely, that there was a sufficient employment nexus because employee's truck had been equipped with a pipe rack for defendant's benefit and contained work tools." 2004 Colo. App. LEXIS 780, at *12.

**Bruce A. Menk
Diane Lee**

HALL & EVANS, L.L.C.
1125 17th Street, Suite 600
Denver, Colorado
(303) 628-3300
Fax: (303) 628-3368
menkb@hallevans.com
leed@hallevans.com

LOUISIANA

Coverage of Auxiliary Construction Site Personnel Under Commercial Auto Policies

Imagine an accident at a job site, in which a truck or other covered vehicle injures a third party due to the negligence of a flag person or other auxiliary employee. Would this accident be covered under the Commercial Auto Policy (“CAP”) or the Commercial General Liability (“CGL”) policies in effect?¹ The answer to this question depends on whether the auxiliary employee is “using” the automobile at the time of the question, a more complicated question than is at first apparent.

Although this precise scenario has never been examined by a Louisiana Court, the question of “use” of an automobile in Louisiana has been examined in a fairly large number of cases, and has been analyzed by legal scholars. Louisiana Courts have set forth a two-prong test in order to determine whether the allegations of a legal complaint constitute “use” under auto policies. Essentially, this test is whether 1) the conduct of the insured of which plaintiff complains of the legal cause of the injury, and 2) whether this conduct was a use of the vehicle.

This factual situation has been considered by a variety of other jurisdictions, who have come down in three general groups:

1. Kansas, Illinois, and Pennsylvania have determined that actual operation of a vehicle is required in order for “use” to be ascribed to an insured. These states have emphasized the danger inherent in extending insurance coverage past what was expected and contracted for by the parties, and the unintended results which might result;

2. New Jersey and California have found that a person who “exercises influence” over the destination or actions of an auto is “using” the auto; and

3. Minnesota, New York and Florida seem to have adopted a middle way.

Although the case law is not completely clear, it appears that the states in this third group make a determination based on the *degree of control* exercised by the directing non-driver. For example, if the driver’s vision is completely restricted and he is depending entirely upon the guidance of a third party, then the directing non-driver is held to be a user. On the other hand, if the directing non-driver merely indicates a route or warns of an observable hazard, then he is unlikely to be given “user” status.

Thus, it seems the degree of control over the operation of vehicle by the flagman or auxiliary worker will be determinative on the question of whether the worker is a “user” under law. Accordingly, extensive discovery concerning the operation of the job site, the precise nature of the auxiliary worker’s position, duties and responsibilities, and other factors will be very important before a decision concerning coverage can be made. In the final analysis, the question of how much control is exercised by a flagman may well be the determinative factor in whether he was “using” the auto, and thus covered under a CAP.

William W. Newton

LEAKE & ANDERSSON, LLP

New Orleans, Louisiana

(504) 585-7500

Fax: (504) 585-7775

bnewton@leakeandersson.com

MISSOURI

Eight Million Dollar Judgement Reversed and Remanded Because Adverse Inference Improperly Given for Destruction of Evidence

John Morris was injured while attempting to remove wreckage from a train-tractor/trailer accident.

The railroad, Union Pacific, routinely made audiotape recordings between the train crew and the dispatcher. In fact, on the date of the accident, both before and after the accident, audiotape recordings were kept. These audiotapes were destroyed pursuant to a retention policy of the railroad. The railroad would normally keep audiotapes for 90 days and then tape over them. The audiotape recorded on the day of the accident were not retained.

The District Court found that the document retention policy for Union Pacific, on its face, was reasonable and that Union Pacific did not “intentionally” destroy the tape. In spite of those findings, however, the District Court concluded that the destruction of the audiotape constituted “bad faith” because the railroad was “on notice” that litigation was likely to ensue.

The District Court gave the jury an adverse inference instruction indicating that the audiotape was recorded over and that Union Pacific should not have done so. The plaintiff’s lawyer was allowed to argue extensively that the jury should infer that the tape would have revealed Union Pacific’s bad acts.

The Eighth Circuit relied heavily on the District Court’s finding that Union Pacific did not intentionally destroy the tape. The court reversed the District Court, finding that giving the jury instruction and allowing the adverse inference argument was improper.

continued on page 4

Continued from page 5

The Eight Circuit distinguished *Stevenson v. Union Pac. R.R. Co.*, 354 F.3d 739 (8th Cir. 2004), which upheld a finding of spoliation and the use of an adverse inference. One of the distinguishing factors from the *Stevenson* case was that in *Stevenson* the railroad destroyed selected documents and preserved others all before the suit was filed.

The case was remanded for a new trial. *Morris v Union Pacific*, No. 03-1622 (8th Cir. 2004).

JOSEPH R. SWIFT, ESQ.

BROWN & JAMES, P.C.
St. Louis, Missouri
(314) 242-5214
Fax: (314) 242- 5414
jswift@bjpc.com

P E N N S Y L V A N I A

Pennsylvania Supreme Court Adopts New Rule Regarding Jury Charge in Certain Personal Injury Actions

By Order dated August 20, 2004, the Supreme Court of Pennsylvania promulgated new Pennsylvania Rules of Civil Procedure 223.3. This new Rule is to be effective December 1, 2004.

Pa.R.C.P. 223.3 provides that in any action for death or bodily injury in which a plaintiff asserts a claim for non-economic loss, the Court is required to give certain instructions to the jury. First, the Court is required to instruct the jury as to the four items that make up a damage award for noneconomic loss, both past and future: pain and suffering; embarrassment and humiliation; loss of ability to enjoy the pleasures of life; and disfigurement. The new Rule also requires the Court to instruct juries as to the following eight factors which the jury is to consider in evaluating noneconomic damages: first, the age of the plaintiff; second, the severity of the injuries; third, whether the injuries are temporary or permanent; fourth, the extent to which the injury affects the plaintiff's ability to perform basic daily living activities and other activities in which the plaintiff previously engaged; fifth, the duration and nature of the medical treatment; sixth, the duration and extent of the physical pain and the mental anguish which plaintiff has experienced in the past and which plaintiff will experience in the future; seventh, the health and physical condition of plaintiff prior to the injuries; and eighth, in the case of disfigurement, the nature of the disfigurement and the consequences to the plaintiff.

The newly adopted Rule also makes it clear that the instruction may be modified by an agreement of the parties or by the Court, depending upon the circum-

stances of the particular case.

While prior appellate opinions had mentioned the eight factors, none had been required until the adoption of the new Rule. The newly adopted Rule should provide clearer guidance to counsel as to the nature of the charge which a jury is now required to receive in an action in which a claim is presented for non-economic loss.

Robert P. Corbin, Esquire

GERMAN, GALLAGHER & MURTAGH
Philadelphia, Pennsylvania
(215) 545-7700
Fax: (215) 732-4182
corbinr@ggmfirm.com

P E N N S Y L V A N I A

Pennsylvania Supreme Court Holds That an Award of Counsel Fees in a Workers' Compensation Claim Includes Paralegal Expenses

In a case of first impression, the Supreme Court of Pennsylvania has held that workers' compensation claimants are entitled to recover fees for paralegals and certain other paraprofessionals when they have been awarded attorneys' fees.

In *Vitac Corp. v. Workers' Compensation Appeal Board*, 854 A.2d 481, 2004 Pa. LEXIS 1695 (2004), the claimant sustained a work-related injury and received workers' compensation benefits pursuant to a notice of compensation payable. The notice described the claimant's injury as carpal tunnel syndrome of the right wrist. Claimant's employer filed a petition to suspend claimant's benefits, arguing that plaintiff refused reasonable medical treatment, namely, carpal tunnel release surgery. The employer subsequently amended its suspension petition to alternatively request a modification of the claimant's benefits, alleging that the claimant had been offered a modified-duty position. In the interim, claimant requested attorney's fees pursuant to a provision of the Pennsylvania Worker's Compensation Act, 77 P.S. §996(a). This provision provides that in any contested case, the employee in whose favor the matter at issue is ultimately determined, either in whole or in part, is entitled to be awarded, among other items "...a reasonable sum for costs incurred for attorneys' fee,...". The statute further provides that a claim for attorney's fees may be defeated when a reasonable basis for the contest has been established by either the employer or the insurer.

The workers' compensation judge (WCJ) granted the modification petition

in part, denied the suspension petition and awarded claimant attorney's fees, finding that the employer's contest was unreasonable. However, the WCJ denied claimant's request for reimbursement of paralegal and law clerk fees, finding that the statute did not specifically provide for the award of such fees.

The Workers' Compensation Appeal Board (WCAB) remanded the matter to the WCJ after finding that the employer's entire contest was not unreasonable. The WCJ was instructed to award to claimant only that portion of attorney's fees attributable to that part of the contest which was found to be unreasonable. Additionally, however, the WCAB directed that claimant should recover for paralegal and law clerk fees associated with the awardable portion of attorneys' fees.

On appeal, a panel of the Commonwealth Court of Pennsylvania affirmed the WCJ's order in all respects, except as to the inclusion of fees for paralegals and law clerks within the award of attorney's fees. The Commonwealth Court noted that the statutory language plainly authorizes the shifting of attorney's fees and other specific costs, but is silent regarding paralegal and law clerk fees. The Commonwealth Court thus held that the WCAB's award of paralegal and law clerk fees was improper.

The Supreme Court of Pennsylvania granted the claimant's petition for an allowance of appeal to address the issue of the availability of paraprofessional fees under the pertinent statutory language.

The claimant referred the Court to *Missouri v. Jenkins*, 491 U.S. 274, 109 S.Ct. 2463 (1989), in which the United States Supreme Court interpreted a similar fee-shifting provision of the Civil Rights Attorney's Fees Awards Act, 42 U.S.C. §1988. The Supreme Court found it to be a "self-evidence proposition" that the "reasonable attorney's fee" provided for in the federal statute should also provide compensation for the fees of paralegals as well as of attorneys. *Jenkins*, 491 U.S. at 285, 109 S.Ct. at

2470. The claimant also argued that the low rate charged for paralegal and law clerk services should be compensated because the use of such services is a cost-effective means within the practice of law.

The employer argued that the statute enumerates certain specific costs for which reimbursement is permitted but makes no mention whatsoever of fees for the work of paralegals, law clerks or other paraprofessionals. The employer thus argued that the omission reflected an intent on the part of the legislature that such fees should not be shifted to the employer or the insurer. Finally, the employer argued that the statutory language was an abrogation of the common law rule that each party to a lawsuit bear its own costs and therefore, the statute must be strictly construed.

The Pennsylvania Supreme Court noted that in both the majority and dissenting opinions in *Jenkins*, the Supreme Court assumed that the use of the term "attorney's fees" in a fee-shifting statute was really a "umbrella" term which captured a range of costs and services performed in producing an attorney work product. For example, the Court noted that costs such as those for office supplies and secretarial work are ordinarily included within the hourly rate which an attorney charges the client. The Pennsylvania Supreme Court found this assumption applicable to the relevant language in the Pennsylvania Worker's Compensation Act. The Pennsylvania Supreme Court also found that interpreting the phrase "attorney's fee" to include reasonable charges by an attorney for legal work performed by a paraprofessional was consistent with the intent of the statutory provision, which was to protect claimants from the expense of defending against bad-faith filings challenging compensation for injuries legitimately sustained.

The Pennsylvania Supreme Court held that, as a matter of law, reimbursement of paraprofessional services is not preclud-

continued on page 6

Continued from page 5

ed under Section 440(a) of the Worker's Compensation Act where the cost for such services are passed onto the client as a component of overhead reflected in the attorney's higher hourly rate. The only remaining issue for the Court to consider was whether reimbursement for such expenses was permissible if the expenses were charged as a separate item on the attorney's bill. The Court found no reason to treat the two situations any differently.

The *Vitac* case clearly places employers and insurers on notice that the term "attorney's fee" in Section 440(a) of the Pennsylvania Worker's Compensation Act includes reasonable fees for legal services rendered not only by attorneys, but those rendered by paraprofessionals such as paralegals, law clerks and recent law graduates.

Robert P. Corbin, Esquire

GERMAN, GALLAGHER & MURTAGH
Philadelphia, Pennsylvania
(215) 545-7700
Fax: (215) 732-4182
corbinr@ggmfirm.com

T E N N E S S E E

Leased Operator Not An Employee

On April 7, 2004, the Tennessee Supreme Court heard three workers' compensation cases that were consolidated for appeal. All three cases concerned the issue of whether the defendant is the employer of the plaintiffs and thus responsible for providing workers' compensation insurance coverage for them under Tenn. Code Ann. § 50-6-106(1)(A). It was not disputed that Tombigbee is a "common carrier by motor vehicle operating pursuant to a certificate of public convenience and necessity." Tenn. Code Ann. § 50-6-106(1)(A) (1999). The dispute between the parties hinged upon whether the plaintiffs were "'leased-operator[s] . . . of a motor vehicle or vehicles under a contract to' Tombigbee." *Id.*

In each of the cases, Tombigbee and Transway (which bankrupted and therefore created the need for a recovery from Tombigbee by the plaintiffs) were operating pursuant to a 1993 service agreement wherein Transway agreed to provide drivers to Tombigbee. That service agreement provided in pertinent part that the drivers supplied by Transway to Tombigbee would at all times be only employees of Transway. Furthermore, Transway was obligated to provide workers' compensation insurance coverage for the drivers that it supplied to Tombigbee.

Finally, the service agreement provided that "[n]o change, alteration, modification, or addition to this agreement shall be effective unless in writing and properly executed by the parties hereto." That provision is important because the service agreement between Transway and Tombigbee expired after only 30 days, and no written agreement extended the terms of the contract. Despite the expiration of that contract following the 30-day period, Transway and Tombigbee continued to operate

thereafter in a fashion similar to the way in which they had operated under the terms of the service agreement before its expiration. In specific, Tombigbee continued to pay Transway for the services of its drivers, and Transway continued to provide drivers to Tombigbee.

The plaintiffs argued that Tenn. Code Ann. § 50-6-106(1)(A) was inapplicable because no contract was in effect at the time of their respective injuries. Because Tombigbee controlled the work of the drivers, the plaintiffs also argued that it would be unfair to allow Tombigbee to deny its status as an employer.

With respect to these points raised by the plaintiffs, the Court rejected the same holding that a new contract was presumed to have been created after the expiration of the written service agreement. It found such presumption in light of the ongoing relationship between Transway and Tombigbee. The Court further found that the "new contract" that was created by the ongoing relationship had the same terms and conditions as the original contract.

The Court further held that control is wholly irrelevant with respect to determining whether the trucking company was an employer as defined by Tenn. Code Ann. § 50-6-106(1)(A) (citing *Joslin v. Mich. Mut. Ins. Co.*, 742 S.W.2d 263, 265 (Tenn. 1987), where the court stated that "'a leased-operator . . . under a contract to . . . a common carrier' is not an employee of the common carrier pursuant to the plain language of the statute."

Finally, one of the plaintiffs cited a Tennessee decision styled *Perkins v. Enterprise Truck Lines, Inc.*, 896 S.W.2d 123 (Tenn. 1995) for the proposition that he should be compensated pursuant to the workers' compensation laws because in that case Perkins, who was a leased-operator, was entitled to workers' compensation benefits from Enterprise, who was a common carrier. The distinguishing principle in that case was that Enterprise had paid some medical bills

continued on page 7

Continued from page 6

and some weekly benefits to the leased-operator and had thereby, according to the Court, elected to provide the workers' compensation insurance coverage for the leased-operator.

The lesson to be learned from the Court's decision is that (1) if you are a common carrier engaged in interstate commerce and operating pursuant to a certificate of public convenience and necessity and you have an owner-operator or a leased-operator of a motor vehicle under contract, you should not be liable for workers' compensation benefits in Tennessee unless you elect to permit workers' compensation coverage by your own actions; (2) be ever mindful of your contract termination clauses and limiting language; (3) and remain cognizant of your actions and any changes in your dealings with the leased-operators or owner operators.

In general, the case is a win for the trucking industry in Tennessee in an area of the law that typically provides little to no good news for business.

See, *Pete Honsa v. Tombigbee Transport Corp., et al.*, No. W2003-01048-SC-R3-CV—filed July 13, 2004; *Eddie Gene Brown v. Tombigbee Transport Corp.*, No. W2003-01050-SC-R3-CV—filed July 13, 2004; and *William B. Stevenson v. Transway, Inc., et al.*, No. W2003-01310-SC-R3-CV – filed July 13, 2004.

Marc H. Harwell

LEITNER, WILLIAMS, DOOLEY & NAPOLITAN
Chattanooga, Tennessee
(423) 265-0214
Fax: (423) 267-6625
marc.harwell@leitnerfirm.com

Labor and Employment *Practice Group*

Directory of MEMBER FIRMS

Domestic Firms

ALABAMA

Bowron, Latta & Wasden, P.C.
Mobile, Alabama
(251) 344-5151

W. Pemble Delashmet
wpd@bowronlatta.com

ALASKA

Delaney, Wiles, Hayes, Gerety, Ellis & Young, Inc.
Anchorage, Alaska
(907) 279-3581

Clay A. Young
cay@delaneywiles.com

ARIZONA

Renaud Cook Drury Mesaros, PA
Phoenix, Arizona
(602) 307-9900

Tamara Nydell Cook
tcook@rcdmLaw.com

William W. Drury, Jr.
wdrury@rcdmLaw.com

ARKANSAS

Wright, Lindsey & Jennings, LLP
Little Rock, Arkansas
(501) 371-0808

Michael D. Barnes
mbarnes@wlj.com

Roger A. Glasgow
rglasgow@wlj.com

Jerry J. Sallings
jsallings@wlj.com

CALIFORNIA

Haight, Brown & Bonesteel, L.L.P.
Los Angeles, California
(310) 215-7100

Peter A. Dubrawski
pdubrawski@hbblaw.com

William O. Martin, Jr.
wmartin@hbblaw.com

Higgs, Fletcher & Mack, L.L.P.
San Diego, California
(619) 236-1551

Peter S. Doody
doody@higgslaw.com

Robinson & Wood, Inc.
San Jose, California
(408) 298-7120

Joseph C. Balestrieri
jcb@r-winc.com

Jonathan L. Lee
jll@r-winc.com

COLORADO

Hall & Evans, L.L.C.
Denver, Colorado
(303) 628-3300

Bruce A. Menk
menkb@hallevans.com

Peter F. Jones
jonesp@hallevans.com

CONNECTICUT

Halloran & Sage LLP
Hartford, Connecticut
(860) 522-6103

John W. Dietz
dietz@halloran-sage.com

Steven H. Malitz
malitz@halloran-sage.com

FLORIDA

Fowler White Burnett P A
Miami, Florida
(305) 789-9200

Edward J. Briscoe
ebriscoe@fowler-white.com

Dickinson & Gibbons, P.A.
Sarasota, Florida
(941) 366-4680

Stephen G. Brannan
sbrannan@dglawyers.com

A. James Rolfe
ajrolfes@dglawyers.com

GEORGIA

Hawkins & Parnell, LLP
Atlanta, Georgia
(404) 614-7400

Warner S. Fox
wfox@hplegal.com

Alan F. Herman
aherman@hplegal.com

A. Timothy Jones
tjones@hplegal.com

William H. Major
wmajor@hplegal.com

IDAHO

Cosho, Humphrey, Greener & Welsh, P.A.

Boise, Idaho
(208) 344-7811
Richard H. Greener
rgreener@chgw.com
Fredric V. Shoemaker
fshoemaker@chgw.com

ILLINOIS

Brown & James, P.C.
Belleville, Illinois
(618) 235-5590

John L. McMullin
JMcmullin@bjpc.com

Beth Kamp Veath
BVeath@bjpc.com

Johnson & Bell, Ltd.

Chicago, Illinois
(312) 372-0770

Robert M. Burke
burker@jbltd.com

Robert Comfort
comfortr@jbltd.com

Gregory D. Conforti
confortig@jbltd.com

Mark Johnson
johnsonmd@jbltd.com

Quinn, Johnston, Henderson & Pretorius, Chtd.

Peoria, Illinois
(309) 674-1133

David Collins
dcollins@qjhp.com

R. Michael Henderson
mickhenderson@qjhp.com

INDIANA

Beckman, Kelly & Smith
Hammond, Indiana
(219) 933-6200

Eric L. Kirschner
ekirschner@bkslegal.com

Julie R. Murzyn
jmurzyn@bkslegal.com

IOWA

Whitfield & Eddy P.L.C.
Des Moines, Iowa
(515) 288-6041

Bernard L. Spaeth, Jr.
spaeth@whitfieldlaw.com

KANSAS

Baker Sterchi Cowden & Rice L.L.C.
Overland Park, Kansas
913-451-6752

James R. Jarrow
jarrow@bscr-law.com

Hal D. Meltzer
meltzer@bscr-law.com

Klenda, Mitchell, Austerman & Zuercher, L.L.C.

Wichita, Kansas
(316) 267-0331

Eldon L. Boisseau
eboisseau@kmazlaw.com

KENTUCKY

Stoll, Keenon & Park, LLP
Lexington, Kentucky
(859) 231-3000

Perry M. Bentley
bentley@skp.com

Palmer G. (Gene) Vance II
vance@skp.com

Woodward, Hobson & Fulton, L.L.P.
Louisville, Kentucky
(502) 581-8000

Will H. Fulton
wfulton@whf-law.com

LOUISIANA

Leake & Andersson, L.L.P.
New Orleans, Louisiana
(504) 585-7500

W. Paul Andersson
pandersson@leakeandersson.co

Louis P. Bonnaffons
lbonnaffons@leakeandersson.co

Guy D. Perrier
gpperrier@leakeandersson.com

MAINE

Norman, Hanson & Detro, LLC
Portland, Maine
(207) 774-7000

David P. Very
dvery@nhdlaw.com

Continued on page 9

Labor and Employment Practice Group—Directory of Member Firms Continued from page 8

MARYLAND

Semmes, Bowen & Semmes P.C.
Baltimore, Maryland
(410) 539-5040

Thomas V. McCarron
tmccarron@semmes.com

MASSACHUSETTS

Morrison Mahoney LLP
Boston, Massachusetts
(617) 439-7500

Lee Stephen MacPhee
lmacphee@morrisonmahoney.com
Sean F. McDonough
smcdonough@morrisonmahoney.com

MICHIGAN

Plunkett & Cooney, P.C.
Detroit, Michigan
(313) 965-3900

Henry B. Cooney
hcooney@plunkettcooney.com

Michael Sheehy
msheehy@plunkettcooney.com

MISSISSIPPI

Daniel Coker Horton & Bell, P.A.
Jackson, Mississippi
(601) 969-7607

B. Stevens Hazard
shazard@danielcoker.com

Forrest W. Stringfellow
fstringfellow@danielcoker.com

MISSOURI

Baker Sterchi Cowden & Rice L.L.C.
Kansas City, Missouri
(816) 471-2121

James R. Jarrow
jarrow@bscr-law.com

Hal D. Meltzer
meltzer@bscr-law.com

Brown & James, P.C.
St. Louis, Missouri
(314) 421-3400

Joseph R. Swift
JSwift@bjpc.com

NEBRASKA

Baylor, Evnen, Curtiss, Grit & Witt, L.L.P.
Lincoln, Nebraska
(402) 475-1075

Walter E. Zink II
wzink@baylorlaw.com

NEVADA

Alverson, Taylor, Mortensen & Sanders
Las Vegas, Nevada
(702) 384-7000

J. Bruce Alverson
balverson@alversonstaylor.com

Jack C. Cherry
jcherry@alversonstaylor.com

Perry & Spann, P.C.
Reno, Nevada
(775) 829-2002

Victor A. Perry
vperry@perryspann.com

Charles W. Spann
cspann@perryspann.com

NEW HAMPSHIRE

Wadleigh, Starr & Peters, P.L.L.C.
Manchester, New Hampshire
(603) 669-4140

Marc R. Scheer
mscheer@wadleighlaw.com

NEW MEXICO

Butt Thornton & Baehr PC
Albuquerque, New Mexico
(505) 884-0777

Paul T. Yarbrough
ptyarbrough@btblaw.com

J. Duke Thornton
jdthornton@btblaw.com

NEW YORK

Carter, Conboy, Case, Blackmore, Maloney & Laird, P.C.
Albany, New York
(518) 465-3484

Edward D. Laird
elaird@carterconboy.com

John T. Maloney
jmaloney@carterconboy.com

Damon & Morey
Buffalo, New York
(716) 856-5500

Thomas J. Drury
tdrury@damonmorey.com

Lester Schwab Katz & Dwyer, LLP
New York, New York
(212) 964-6611

Felice Cotignola
fcotignola@lskdnylaw.com

Melvin Katz
mkatz@lskdnylaw.com

Smith, Sovik, Kendrick & Sugnet, P.C.
Syracuse, New York
(315) 474-2911

Kevin E. Hulslander
khulslander@smithsovik.com

Michael P. Ringwood
mringwood@smithsovik.com

NORTH CAROLINA

Young Moore and Henderson P.A.
Raleigh, North Carolina
(919) 782-6860

David M. Duke
dmd@ymh.com

NORTH DAKOTA

Vogel Law Firm
Bismarck, North Dakota
(701) 258-7899

Michael T. Andrews
mandrews@vogellaw.com

Vogel Law Firm
Fargo, North Dakota
(701) 237-6983

M. Daniel Vogel
dvogel@vogellaw.com

OHIO

Dinsmore & Shohl LLP
Cincinnati, Ohio
(513) 977-8200

Gary E. Becker
becker@dinslaw.com

Jeffrey P. Hinebaugh
hinebaug@dinslaw.com

Hermann, Cahn & Schneider, LLP
Cleveland, Ohio
(216) 781-5515

Hunter Scott Havens
hhavens@hcsattys.com

Gary D. Hermann
ghermann@hcsattys.com

Peter J. Krembs
pkrembs@hcsattys.com

Crabbe, Brown & James
Columbus, Ohio
(614) 228-5511

Robert C. Buchbinder
rbuchbinder@cbjlawyers.com

Vincent J. Lodico
vlodico@cbjlawyers.com

OKLAHOMA

Whitten, Nelson, McGuire, Terry & Roselius
Oklahoma City, Oklahoma
(405) 239-2522

Kim Hitt
khitt@whitten-nelson.com

Kent R. McGuire
mcguire@whitten-nelson.com

Jason Roselius
roselius@whitten-nelson.com

Feldman Franden Woodard Farris & Boudreaux
Tulsa, Oklahoma
(918) 583-7129

Joseph R. Farris
jfarris@tulsalawyer.com

Robert A. Franden
rfranden@tulsalawyer.com

OREGON

Cosgrave Vergeer Kester LLP
Portland, Oregon
(503) 323-9000

Robert E. Barton
rbarton@cvk-law.com

Walter H. Sweek
wsweek@cvk-law.com

PENNSYLVANIA

McNees Wallace & Nurick LLC
Harrisburg, Pennsylvania
(717) 232-8000

Michael R. Kelley
mkelley@mwn.com

German, Gallagher & Murtagh
Philadelphia, Pennsylvania
(215) 545-7700

Robert P. Corbin
corbinr@ggmfirm.com

Judy Delaney
delaneyj@ggmfirm.com

Meyer, Darragh, Buckler, Bebenek & Eck, P.L.L.C.
Pittsburgh, Pennsylvania
(412) 261-6600

Paul R. Robinson
probinson@mdbbe.com

RHODE ISLAND

Higgins, Cavanagh & Cooney LLP
Providence, Rhode Island
(401) 272-3500

Gerald C. DeMaria
gdemaria@hcc-law.com

Stephen B. Lang
slang@hcc-law.com

James A. Ruggieri
jruggieri@hcc-law.com

SOUTH CAROLINA

Young Clement Rivers LLP
Charleston, South Carolina
(843) 577-4000

Duke R. Highfield
dhighfield@ycrlaw.com

Nelson Mullins Riley & Scarborough LLP
Columbia, South Carolina
(803) 799-2000

Christopher J. Daniels
chris.daniels@nelsonmullins.com

Nelson Mullins Riley & Scarborough LLP
Greenville, South Carolina
(864) 250-2300

William S. Brown
william.brown@nelsonmullins.com

SOUTH DAKOTA

Davenport, Evans, Hurwitz & Smith, L.L.P.
Sioux Falls, South Dakota
(605) 336-2880

Mark Haigh
mhaigh@dehs.com

Continued on page 10

TENNESSEE**Leitner, Williams, Dooley & Napolitan, PLLC**
Chattanooga, Tennessee
(423) 265-0214Alan B. Easterly
alan.easterly@leitnerfirm.comMarc H. Harwell
marc.harwell@leitnerfirm.comSteven W. Keyt
steven.keyt@leitnerfirm.comPaul R. Leitner
paul.leitner@leitnerfirm.comGary S. Napolitan
gary.napolitan@leitnerfirm.com**Lewis, King, Krieg & Waldrop, P.C.**Knoxville, Tennessee
(865) 546-4646Richard W. Krieg
dkrieg@lewisking.com**Neely, Green, Fargarson, Brooke & Summers**Memphis, Tennessee
(901) 523-2500Bruce D. Brooke
bbrooke@neelygreen.comRobert M. Fargarson
rfargarson@neelygreen.comJames B. Summers
jsummers@neelygreen.com**TEXAS****Mullin Hoard & Brown, L.L.P.**Amarillo/Lubbock, Texas
(806) 372-5050Danny M. Needham
dmneedham@mhbba.com**Naman, Howell, Smith & Lee, L.L.P.**Austin, Texas
(512) 479-0300P. Clark Aspy
aspy@namanhowell.com**Strasburger & Price, L.L.P.**Dallas, Texas
(214) 651-4300Mark Scudder
scudder@strasburger.comArcie I. Jordan
arcie.jordan@strasburger.comSamuel J. Hallman
sam.hallman@strasburger.com**Mounce, Green, Myers, Safi & Galatzan**El Paso, Texas
(915) 532-2000Carl H. Green
green@mgmsg.comDarryl S. Vereen
vereen@mgmsg.com**Lorance & Thompson, P.C.**Houston, Texas
(713) 868-5560Eric R. Benton
erb@lorancethompson.comWalter F. Williams III
wfw@lorancethompson.com**Ball & Weed, P.C.**San Antonio, Texas
(210) 731-6300J. Michael Ezzell
jme@ball-weed.comLarry D. Warren
ldw@ball-weed.com**Naman, Howell, Smith & Lee, L.L.P.**Waco, Texas
(254) 755-4100Jerry P. Campbell
campbell@namanhowell.com**UTAH****Christensen & Jensen, P.C.**Salt Lake City, Utah
(801) 355-3431Geoff Haslam
geoffrey.haslam@chrisjen.comDale J. Lambert
dale.lambert@chrisjen.comDavid C. Richards
david.richards@chrisjen.com**VIRGINIA****Morris & Morris, P.C.**Richmond, Virginia
(804) 344-8300D. Cameron Beck, Jr.
cbeck@morrismorris.comJacqueline G. Epps
jepps@morrismorris.comPhilip B. Morris
pmorris@morrismorris.com**Gentry Locke Rakes & Moore LLP**Roanoke, Virginia
(540) 983-9300J. Rudy Austin
rudy_austin@gentrylocke.com**WASHINGTON****Merrick, Hofstedt & Lindsey, P.S.**Seattle, Washington
(206) 682-0610Andrew C. Gauen
agauen@mhlseattle.comThomas J. Collins
tcollins@mhlseattle.com**Paine, Hamblen, Coffin, Brooke & Miller LLP**Spokane, Washington
(509) 455-6000William J. Schroeder
wschroeder@painehamblen.com**WEST VIRGINIA****Robinson & McElwee PLLC**Charleston, West Virginia
(304) 344-5800Brian R. Swiger
brs@ramlaw.com**WISCONSIN****Whyte Hirschboeck Dudek S.C.**Milwaukee, Wisconsin
(414) 273-2100Thomas J. Arenz
tarenz@whdlaw.comNathan A. Fishbach
nfishbach@whdlaw.comJohn L. Laffey
jlaffey@whdlaw.comJay R. Starrett
jstarrett@whdlaw.com**WYOMING****Murane & Bostwick, LLC**Cheyenne, Wyoming
(307) 634-7500Greg Greenlee
ggg@murane.com**International Firms****CANADA****Parlee McLaws**Calgary, Alberta
(403) 294-7019Bruce Churchill-Smith
bchurchill-smith@parlee.com**Fasken Martineau Dumoulin LLP**Toronto, Ontario
(416) 865-4364John T. Morin
jmorin@tor.fasken.com ■

ALFA[®] INTERNATIONALSM

980 N. Michigan Avenue

Suite 1180

Chicago, Illinois 60611

312/642-ALFA (642-2532)

FAX: 312/642-5346

www.alfanet.org

Disclaimer

The materials contained in this newsletter have been prepared by ALFA[®] (American Law Firm Association) member firms for informational purposes only. The information contained is general in nature, and may not apply to particular factual or legal circumstances. In any event, the materials do not constitute legal advice or opinions and should not be relied upon as such. Distribution of the information is not intended to create, and receipt does not constitute, an attorney-client relationship. Readers should not act upon any information in this newsletter without seeking professional counsel. ALFA[®] makes no representations or warranties with respect to any information, materials or graphics in this newsletter, all of which is provided on a strictly "as is" basis, without warranty of any kind. ALFA[®] hereby expressly disclaims all warranties with regard to any information, materials or graphics in this newsletter, including all implied warranties or merchantability, fitness for a particular purpose and non-infringement.