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4. I don't have the time to volunteer with MNACCA. I'm too busy practicing law.


MAYBE. Not all questions have an easy answer. I know you are all very busy and that in-house practice gets more demanding and stressful every year. But I can say this as a volunteer—I have gained much more from my MNACCA experiences than I have ever put in. Speaking as a general counsel, I can also say that most of my peers believe that attorneys who are actively involved in ACC are demonstrating the leadership and commitment so important to success in an in-house position.

I look forward to seeing you all at a future MNACCA event!

Welcome New Members

We wish to welcome the following new members who have joined our chapter recently:

- Paula H. Adoradio**, United Health Group Incorporated
- Jennifer Arbuckle**, The Thomson Corporation
- Leah Bailey**, American Financial Printing, Inc.
- Anthony K. Berg**, Sidebar Capital
- Scott G. Bowman**, Allianz Life Insurance Company of North America
- Sarah Crain**, Fair Isaac Corporation
- Gayle L. Crose**, General Mills, Inc.
- Carrie A. Daniel**, Graco Inc.
- Kevin C. Dooley**, Churchill Financial Holdings, LLC
- Deborah Ann Grocholski**, General Mills, Inc.
- Anurag Gulati**, General Mills, Inc.
- Andrew Hansell**, Northwest Airlines, Inc.
- Craig McDowell**, Fair Isaac Corporation
- Perry F. Sekus**, United Health Group/Ovations
- Karin E. Simonson**, Carlson Hotels Worldwide
- Brooke B. Tassoni**, Cargill Incorporated
- Peter J. Williams**, Austin Mutual Insurance Company


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Teresa Johnson President's Message

Hello again. I hope everyone had a wonderful summer! It is

hard to believe that summer is almost over and school will be starting soon. With the advent of fall, our noses go back to the books and we all get even busier with school, soccer games, and oh yes, our legal practices. So, this is a good time for a little refresher on the ways your ACC membership can actually make your life easier.

I am often struck by the many ways in which ACC has enriched my legal practice, and by the misconceptions about ACC that I sometimes hear. So, I decided to try to engage all of you in a dialog through a little true and false exercise. The only prize for completing this quiz is that you might become better acquainted with some of the advantages of your ACC membership! Here goes.

1. The ACC practice materials found in ACC's Virtual LibrarySM (available at www.acc.com/vl) are up-to-date with practical advice on new issues and legal developments.

TRUE. If you haven't checked the Virtual LibrarySM lately, then you don't know what you are missing. Not only will you find practical advice, but there are also valuable checklists and well-

written sample policies contributed by corporate legal departments. I was just visiting the Virtual LibrarySM and found two new practice tools that I can use: *Top Ten Pragmatic Practices in Privilege Protection and Paralegal Job Description (Sample Form and Policy)*. Take my advice and check out this resource whenever you need good practice tips and tools!

2. Meetings of the Minnesota Chapter tend to be boring and stuffy. I won't know anyone there so it won't be any fun.

FALSE. We offer many opportunities for fun and socializing at MNACCA events. While the Lunch and Learns are focused on CLE topics, there is also an excellent lunch and the opportunity to chat with colleagues and make new friends. We also have several cocktail receptions during the year where the goal is to meet your in-house colleagues over a relaxing glass of wine. We host great career enhancing opportunities with our Career Development programs. In June we presented a program entitled "Golf as a Vehicle to Perform Better in Business and in Life." Imagine a bunch of lawyers bonding over ways to improve their golf games, and learning how golf concepts can advance their in-house legal careers! Where would you find that except at MNACCA? Be sure to look below at the

listing of upcoming events. If you're looking for fun, we're going to have a wine tasting in November (no CLE for this one).

3. I wouldn't be interested in the MNACCA Legal Sampler because I'm happy with all of my current outside counsel and don't need to meet any more outside lawyers.

FALSE (I hope). The Legal Sampler being held on Sept 11 at the Grand Hotel is a really fun and educational event where you can interact with other in-house lawyers over cocktails and hors d'oeuvres, get CLE credits, and meet some outside counsel who just might have something new and different to share with you. This year's sponsors and the topics they are presenting are outlined below. Even if you aren't considering any new outside counsel, I challenge you to try the Sampler just once. I know you will find the experience worthwhile.

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All in the Corporate Family: Privilege and Co-representation Issues for In-house Lawyers

By Susan Hackett
Senior Vice President and General Counsel
Association of Corporate Counsel (ACC)

Martine Turcotte is a very happy lady—at least for a while. She recently won a decision for her client, BCE—the Canadian telecommunications giant—in a US federal court in a case that raised questions (and the specter of unpleasant results) about what many of us do on a daily basis without a lot of thought. Martine’s experience provides a caution to us all—don’t provide legal advice to subsidiaries without safeguards in place.

Many ACC members work in companies that have partially or wholly-owned parents, subsidiaries or affiliates—call them corporate family members. Many times, and certainly when the entities fully share the same ultimate ownership, in-house counsel provide advice for entities across the family (and their employer client’s “borders”), in order to ensure that appropriate policies and practices are adopted and followed by each of the entities. It’s in each of the entire family’s interests for other members of the family to stay out of trouble (avoiding reputational run-off) at least, and at best to be properly coordinated when they share a variety of common interests: the same regulators, suppliers, customers, industry partners, investors, and so on. And for the most part, this approach works very well. Indeed, we all know the repercussions that would follow a failure in a related entity that the parent or other corporate family members knew about but “ignored”: the entire family of brands would be tarnished and the entire entity group pilloried.

But even cross-counseling that works well “for the most part” still has room for the exceptions. Martine’s company, BCE, has been engaged in a grueling battle before the Delaware courts for more than five years litigating with former US subsidiaries and their creditors regarding BCE’s decision to stop financing the operations of one of its struggling former subs, Teleglobe. The two sides haven’t gotten to the meat of the underlying matter yet. They’re still arguing over privilege claims stemming from whether client services provided by BCE in-house lawyers to Teleglobe (when it was a sub) entitle Teleglobe to see BCE privileged communications and work product that would otherwise be protected from a hostile party’s discovery demands.

The disputed material pertains to BCE’s inside and outside legal advice to the client regarding its decision to pull their financing, including presentations by BCE’s chief legal officer—Martine Turcotte—to the board and opinions from outside law firms, all discussing ramifications of the company’s decisions on the defensibility of the kind of litigation it now faces. BCE claims that these events occurred after they severed joint representation of the sub; Teleglobe claims otherwise, arguing it has the right to see everything that passed through BCE’s in-house law department because in-house lawyers, at one time, had provided Teleglobe with legal advice on the financial commitments, meaning the subsidiaries share the legal privilege.

When Martine approached ACC and asked for our opinion and support, we thought the issue was one that deserved attention; after reviewing the facts and the rules, we decided to file amicus rather than risk allowing the lower court’s decisions in favor of Teleglobe’s discovery demands to become precedent. Our brief is online at www.acc.com/public/amicus/teleglobe.pdf.

The Court of Appeals agreed with BCE’s and ACC’s arguments, citing our amicus in a 93-page decision written by Judge Ambrose and handed down July 17, 2007 (www.acc.com/public/amicus/teleglobeopinion.pdf). The court vacated an order from the US District Court in Delaware that would have forced BCE to produce 900 privileged documents, remanding it back for further examination. But they didn’t stop there. They all but wrote a handbook on how parents and subsidiaries can steer through the tricky shoals of shared legal advice and keep the parent’s privilege intact. Along the way, the court discusses a number of major issues and doctrines, including (1) the attorney-client privilege, (2) the disclosure rule and the requirement that communications be in confidence, (3) privileged information sharing under (a) the co-client or joint-client privilege and (b) the community-of interest or common-interest privilege, (4) the exception for adverse litigation, and (5) the problems that arise when the interests of the clients in the joint representation begin to diverge.

What I’ll discuss further below and what the court held is this: There’s nothing wrong and a lot right with the concept of in-house counsel providing legal services across corporate family lines. But there are risks and they can be addressed with forethought. Indeed, it is advisable for in-house counsel to have paperwork in place so that the moment parent and subsidiary realize their interests might diverge through spin-off, insolvency or sale, the parent can sever its legal ties and counsel arrangement, and get the subsidiary separate legal counsel. But, as these deals can take months to play out, there’s no reason the parent can’t then continue to provide the subsidiary with legal advice on other non-related matters without putting its privilege at risk.

Good advice, but of course, when is “the moment” of realization, how can the shared legal services relationship be effectively severed, and what is now to be avoided as conflicted representation, and more?

ACC has created an important article (www.acc.com/public/attyclientpriv/parentsbcprprntethics.pdf) that reviews the following issues for your consideration to avoid learning BCE’s lesson the hard way:

- When, and to what extent, the representation of wholly or less than wholly-owned entities by a single in-house legal department raises conflicts issues for in-house counsel.
- An overview of attorney-client and work product privilege in the context of multi-entity enterprises.
- Conflicts and privilege issues that can arise once the decision has been made to sell an entity or its assets, or once the sale has been completed.

* Please note that this article was written before the BCE case was decided, and while we’re amending it to reflect the impact of this recent decision, it may not be finished with those revisions by the time you read it!

Further, we suggest that you may wish to consider executing a form of a joint defense agreement if you/your legal team provides services to multiple entities in the corporate family. A joint defense agreement allows a counsel for one client to work with another client on matters in which they share common interests, and which they agree do not present conflicts. A joint defense agreement asks the parties to recognize that the lawyer represents one of the clients and the lawyer’s loyalties will remain with that

client should common interests at some point diverge. Thus, if a conflict arises in the future, the joint defense relationship is automatically severed. It’s a neat little tool that’s simple to execute and helps protect both you (professionally), and your client (in case business interests diverge in the future) resulting from your services provided across the corporate family. (www.acc.com/vl/index.php?action=search&full=yes&anytext=Joint+Defens.)

I’ve borrowed and consolidated some of the themes from our overview of joint representation in a multi-entity environment for your consideration below. Thanks and cudos go to Peter Jarvis of Hinshaw & Culbertson, one of ACC’s ethics specialists.

Current-Client Conflicts of Interest in a Multi-Entity Setting

There is no general black letter rule of professional conduct that defines the term “client,” and a favorite on the in-house counsel ethics hit parade is always the topic of identifying the client in thorny situations. On the other hand, ABA Model Rule 1.13, Organization as Client, provides a starting point: I’ve included some of the pertinent sections below:

- (a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.
- (f) In dealing with an organization’s directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client when the lawyer knows, or reasonably should know, that the organization’s interests are adverse to those of the constituents with whom the lawyer is dealing.
- (g) A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7 [regarding certain conflicts of interest]. If the organization’s consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

According to Comment [1] to this rule, the words “Other constituents” refers to “the positions equivalent to officers, directors, employees and shareholders held by persons acting for organizational clients that are not corporations.” Thus, it does not expressly include all ostensibly related entities. On the other hand, “constituents” can certainly include entities that are stockholders in other entities, and the rule more broadly acknowledges that representations may cross single organizational lines.

If, in fact, any non-clients appear to be in doubt about whether the lawyer represents them, the lawyer must explain that she does not. See *id.*; ABA Model Rule 4.3. Whether in a context of entity or individual clients, the test developed in caselaw and in ethics opinions to determine who is and is not a client, depends upon the subjective belief of the putative client and secondarily on proof of facts that it was, at least to some degree, reasonable for the client to hold such a belief.

Stated another way, in-house counsel who actually provides legal advice to multiple entities, or who allows those entities to form the reasonable belief that they are clients, will be held to have multiple clients. Once this conclusion is reached, the attendant duties of loyalty and confiden-

tiality that are part of the representation of any client apply to these intended or unintended entity clients. As a practical matter, the only way for counsel to seek to limit these duties once they attach is first expressly to disclaim them (in writing, if at all possible) and then to make sure that her conduct is consistent with any disclaimers. And the only way to be certain that an attorney-client relationship is at an end is to end it clearly and unambiguously. When a client has reasonable, ongoing expectations of a relationship based on a history of past work, a court may view the relationship as a current-client relationship even though, as of a particular date, the lawyer is not actually doing work for that client.

The Current-Client Conflicts Rule

ABA Model Rule 1.7 is typical of current-client conflicts rules throughout the US and, in fact, has directly been adopted in some form by most United States jurisdictions. It provides in pertinent part that:

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) The representation of one client will be directly adverse to another client; or
 - (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person, or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) The representation is not prohibited by law;
 - (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
 - (4) Each affected client gives informed consent, confirmed in writing.

The current-client conflicts rules can briefly be summarized in terms of veto power. Although Texas takes a different approach as a matter of state law,¹ the current client always has veto power to prevent the lawyer from acting adversely to that client in all other United States jurisdictions. Indeed, in some situations (which vary from state to state) a lawyer cannot proceed adversely to a current client even with consent. See, e.g., *In re Johnson*, 300 Or. 52, 707 P.2d 573 (1985); Restatement (Third) of the Law: Law Governing Lawyers §128, reporters’ note cmt. c (2000) (“Restatement”).

It also bears mention that over time, a situation that did not initially present a conflict or require a waiver can develop into one that does. Similarly, a previously valid waiver may have to be repeated if the facts change in material and unanticipated manners. In fact, it is also possible that a situation that began as one in which no conflict existed, or in which only a waiveable conflict existed, can turn into one in which (depending upon the rules of the jurisdiction) continuing representation, even with a waiver, is not permissible. See, e.g., *In re Stauffer*, 327 Or. 44, 956 P.2d 967 (1998); Oregon Formal Op. Nos. 2005-122, 2005-40.

One final point. Legal departments are “firms” within the meaning of the conflicts rules. See, e.g., ABA Model Rule 1.0(c). Unless the situation is one in which screening to

avoid conflicts is permitted by applicable law, a current-client conflict that is attributable to one in-house lawyer will be attributed to all members of the legal department—the same rule that applies to outside firms. See, e.g., ABA Model Rule 1.10; Restatement §123, cmt. d(i) (2000).

As a general proposition, all representations of multiple “current” clients create at least a theoretical potential for conflicts, but again generally, simultaneous presentation of wholly commonly owned and solvent entities will not usually lead to conflicts problems. When common ownership is less than complete, the potential for current-client conflicts becomes greater—even if one of the entities has a sufficient ownership interest in the other to exercise effective control. When the interests of multiple but related clients are in conflict, conflict waivers must be obtained from disinterested parties in order for the joint legal representation to continue since the in-house lawyer is professionally obligated to its employer-client under the rules previously discussed.

In the situation of an insolvent related entity, it is a matter of black letter law that management and the board of the entity owe their duties to continue to run the entity for the benefit of its creditors, and not for the benefit of its equity owners (as would be the case if the business were solvent). In what are called “deepening insolvency” situations, lawyers and other advisers whose actions increase the degree of insolvency (and therefore of creditor debt) in an attempt to assist the equity owners are at risk of being sued. While there are many unknowns in these situations, it seems relatively clear that in-house counsel of a multi-entity enterprise who wish to act for the benefit of a solvent entity and to the detriment of an insolvent entity, and who appreciate that’s what they are doing, act at their potential peril.

So what about the attorney-client privilege—how is it applied in a multi-entity joint relationship? In general, if there is co-representation on an issue, then there is co-attorney-client privilege, which can be enforced against third parties, as well as now-feeding entity family members. (There can be privilege between co-entities sharing a lawyer, as well as separate privilege that is not shared if the entities have their own counsel on non-shared matters, too. They are not mutually exclusive.)

Thus, in Martine’s case, the court held that documents created by the in-house lawyers during the joint representation were discoverable to both parties. The dispute arose over documents and communications that took place after BCE claimed it had severed its joint legal relationship on all relevant counseling to its sub. And the court agreed that it is possible to not only sever the joint defense relationship in its entirety on a going-forward basis, but also possible to continue representation on non-disputed matters (say, IP management or environmental compliance) and sever it on disputed matters (relating to financial business decisions, for instance).

Of course, all of the rules pertaining to privilege still apply: it can be waived if confidentiality is broken by any party to the privilege (include the related entity which has received legal services from another family members’ lawyer and then divulges the confidential information to a third party), it does not survive the crime fraud rule exceptions, and it does not prevent anyone from investigating facts (since privilege doesn’t cover facts, it covers communications and related work product of lawyers). See ACC’s resources defining in-house privilege application, waiver, and best practices to ensure that privilege is properly protected: www.acc.com/php/cms/index.php?id=84.

The trickiest part of the equation is figuring out at what point the relationship must be severed in order to be able to claim privilege with lawyers who formerly advised from now-hostile subs: Is the point prior to any “negative” assessments or actions, or upon some form of notice? Or is there some kind of material conflict standard? The answer is not clear, and thus, ACC recommends considering adoption of joint defense agreements between entities sharing legal counsel. This enables the company to notice the affiliates, with whom it’s sharing counsel, of what the terms of the sharing are, and also to sever the relationship formally when there is concern that a notice that can be pointed to must be given.

Other Practical Considerations:

- Consider non-representation of some entities: just because you can, doesn’t mean you should. Some entities may not be well suited to share your services because of the potential for conflicts or waivers or other issues. It’s okay to just say “no” and encourage them to get their own counsel.
- Clearly limit the scope of representation (and do it in writing): don’t try to be everybody’s lawyer for everything, or you may end up being barred from being anybody’s lawyer for anything. If their needs are many, then other family members may need to hire their own in-house counsel or the family may wish to pay for outside representation where it’s needed. This is especially important if the affiliate might at some time be sold: where documents are requested by the buyer, it will be easier to limit them to those covered in the scope of representation.
- If you do need to sever the relationship, ABA Model Rules 1.9 and 1.10 allow you to do so, only if you end it prior to any material legal work impacting the severed party’s representation has begun. So don’t wait to sever a relationship until the matter raising a conflict is too ripe.
- Confirm in writing what will or will not be shared before the representation begins to help ensure that if and when it ends, the files that may be open to both parties are limited to those agreed upon in advance.
- Beware the “sale” of privilege before the sale of assets is considered in a related entity that has shared legal services and is now to be sold. See John Villa’s excellent article on this subject at www.acc.com/protected/pubs/docket/nd01/ethics1.php and www.acc.com/vl/index.php?action=search&full=yes&anytext=Villa.
- Watch what goes out the door and act promptly if a mistake is made and something is inadvertently disclosed. Generally, if inadvertently disclosed and quickly remedied, the rules and courts will allow you to put something that shouldn’t have been shared back into the privileged “box.”

The only thing that’s clear is that there is still much that is unclear for the counsel who navigates this twisting path. But the need for, and practicality of co-counseling related entities is so apparent, and the risks attendant to ignoring ill-advised behaviors in related entities is so high, that today’s in-house lawyer (and her client) has little choice but to venture forth and provide co-counsel. But, forewarned is forearmed: Exercise caution!

If you have questions or if I can be of service, please feel free to call me at 202.293.4103, x318, or email me at hackett@acc.com. ACC’s advocacy and ethics team is waiting to serve you!

1 See Texas RPC 1.6.

News and Upcoming Events

August 22, Strategic Planning Meeting

As of this writing, the board of directors is planning a half-day strategic planning meeting on August 22. The board of directors and most members of our chapter committees will be attending. We've hired Peter Stark, a consultant who has worked on strategic planning with other ACC chapters. We expect to come out of this meeting with new strategies to better serve our members, as well as new volunteer opportunities. Already we have a list of 36 people who want to learn more about these opportunities. We're planning an information session on September 7, 12:00–1:00 PM (bring your own bag lunch). In addition we'll have an in-person session on September 11 at 4:00 PM (before the legal sampler event) at the Grand Hotel. If you are interested in leaning more about our chapter and/or think you might like to work on a committee, please try to attend one of these sessions.

September 11, 5:00–8:00 PM, Fourth Annual Legal Sampler

After networking and sharing a plentiful hors d'oeuvre buffet and sumptuous wine, participants are invited to attend sessions on any three of the following four topics. Each session is 20 minutes long with an additional 10 minutes for questions and passing to the next session. This year's topics and sponsors are as follows:

Efficient Litigation and Trial Management Through National Counsel Programs

National counsel programs have become Corporate America's secret weapon to manage large volume and pattern litigation, as well as lowering outside legal costs. Companies are routinely partnering with their law firms to create national counsel programs based on types of claims, product lines, states or jurisdictions, and discovery or trial needs. Rick Morgan of Bowman and Brooke LLP will highlight the benefits within these programs, including the ability to streamline discovery, lower liability expo-

sure, avoid retraining counsel on defense strategies, your products, your corporate culture, and building efficiencies in responding to claims.

Agreeing to Disagree? Recent Developments with Respect to Employment Contracts, Separation Agreements, and Non-Compete Agreements

What's new in the brave new world of employment law? Plenty. The evolving law around the effectiveness of release agreements is particularly troubling and will have potentially wide-ranging implications with respect to the drafting of these agreements going forward. Furthermore, the defense of fully-executed releases that businesses may have thought were long behind them will also have an effect. Dorsey & Whitney attorneys, Holly Eng and Nicole Haaning, will highlight recent developments in employment contracts, separation agreements, and non-competes that may lead one to ask, "Are we simply agreeing to disagree?" They also will provide practical advice to ensure that you are well-positioned for any such disagreement.

Data Security

Many employers fail to properly protect their most valuable asset—information. Proper adherence to confidentiality practices, the use of confidentiality agreements, and even non-competition agreements, can largely insure against those losses. Chris Harristhal of Larkin Hoffman's employment law group will address the critical aspects of protecting those assets through agreements and best practices. Jim Quinn, from Larkin Hoffman's e-commerce and technology group, will give a presentation highlighting the implications and risks of data possession. The new standards adopted by the Payment Card Industry Council will have broad implications for businesses. As these standards are adopted into law, in addition to creating direct liability to financial institutions, they will likely be used by state and federal authori-

ties when assessing the adequacy of a company's data protection programs. Changes in the way this data is handled in the workplace can help insulate employers.

Practical Tips to Address (and Avoid) Customer Credit and Collections Issues

There is a single, simple contract provision that your company can include in its customer contracts to dramatically increase accounts receivable collection. Moss & Barnett, P.A. Attorney John Rossman will provide samples of this contract provision and discuss tactics for leveraging the litigation process through asset seizures to resolve problem accounts while minimizing your company's costs. Mr. Rossman will also identify specific information for your company to request in credit applications, contract provisions that eliminate objections to payment, and a proven strategy of gradual collection escalation that achieves results.

October 2, 2007, 12:00–1:30 PM, Lunch & Learn

What's Lurking Below the Surface? Karna Berg of Halleland Lewis Nilan & Johnson will present issues associated with Metadata. Metadata is the hidden data embedded in electronic documents that describe key characteristics of information that could unintentionally provide propriety or strategic information.

October 25, 2007, 5:30–8:00 PM, Networking Social

This event will offer plenty of time for casual networking at The Commodore in the Cathedral Hill neighborhood of St. Paul. Cocktails and hors d'oeuvres are complimentary. Sponsor: Friedberg Stroz LLC.

October 29-31, ACC Annual Meeting, Chicago, Illinois

There is something for everyone at the ACC Annual Meeting. There are a variety of CLE sessions to choose from, special sessions for general counsel, and valuable information from vendors on new developments in law office technology and other practice tools. This year, two of our members will be presenting. David Munn (MNACCA Treasurer) of Fair Isaac Corporation along with Jeff Carr of FMC Technologies and Laura Williams of Ixio Corporation, will be presenting a program entitled "Geek Squad: The Latest Technology for Law Department Management." The panel will discuss software and other technology to help corporate law departments manage their workload, work more efficiently, manage outside counsel relationships, and manage information. Lori Trygg (MNACCA Career Management Committee) of Midwest Medical Insurance Holding Company, along with Frederick W. Stein of Pendum, Inc. and William H. Panning of Willis Re, will be speaking on "A Holistic Approach to Enterprise Risk Management." This program looks at ways a small law department can identify, prioritize, and address different types of risk, and help align departments and functions to efficiently integrate risk management. You won't want to miss these valuable sessions.

November 15, 2007, 5:30-8:00 PM, Wine Tasting

This event is hosted by the Career Management Committee and will include plenty of time for networking, wine tasting, and munching on dishes specifically paired with the wines. The Esquire Group will also give us a brief overview of their latest survey on attorney compensation, always a popular topic. Sponsor: the Esquire Group.

For more information on upcoming chapter events, go to www.acc.com/chapters/minn.php.