



## President's Message

The St. Louis Chapter is working hard to provide a wide variety of events for our members. Since our last issue, we hosted the ACC St. Louis Chapter Second Annual Golf & Spa Event. It was a huge success! We are already planning the Third Annual Golf & Spa Event. On September 8th, Bunge North America hosted our first Special Issues Discussion for in-house counsel only. We had over 40 members in attendance and enjoyed a great discussion about e-mail retention policies and e-discovery. Watch your email for more practice-area specific events. Our next social event is on December 9th at Fleming's. We hope you will join us at an upcoming event!

On October 26th the St. Louis Chapter participated in our first Law Student Relations Committee event - "Corporate Counsel Day" - at Washington University School of Law. Participation is free and open to all ACC members. Participants enjoyed a lively ethics CLE and gave back to the law school community by participating in a networking reception. We are looking forward to future Law Student Relations Committee events!

Our Pro Bono Committee is actively seeking volunteers for our new pro bono program. The St. Louis Chapter provides malpractice coverage for all of our volunteers! If you are interested in volunteering, please email Kathleen Yarborough, our chapter administrator, at [Kathleen@amchouston.com](mailto:Kathleen@amchouston.com).

At our October strategic planning meeting, the St. Louis Chapter board invited Tori Payne from the ACC national office for a visit. We learned many good things about ACC resources available from the national office. I encourage everyone to spend some time getting to know the ACC website. One great new link is the compliance portal - <http://www.ethicsxchange.com/>. This website provides members with easy access to various compliance topics.

Also, check out the tutorials available to guide you through the ACC website. Be sure to look at the ACC Alliance section for discounts available on ACC membership dues and services - you may qualify for some of these discounts if you have working relationships with some of the ACC Alliance partners.

Did you know ACC will bring on-site training to you? Find out more by looking under the Education tab on the website. In addition to InfoPAKS, documents and other legal resources, ACC members have access to a wide variety of content at [www.acc.com](http://www.acc.com) - go browsing today!

If you have any questions about the St. Louis Chapter, please feel free to contact me or anyone on our Board. We value your feedback!

Kathleen Molamphy  
Chapter President, St. Louis

# A Few Questions About Leaping to Cloud Computing

By: Lucy Unger, Williams, Venker & Sanders LLC and John Unger, Coyote Consulting, LLC

The question of whether to move your company to Cloud computing is an inevitable one that many businesses will need to consider in the near future. Some initial questions for you to ask companies offering Cloud computing follow. Initially, however, you will need an understanding of what the Cloud is. The answer seems to depend greatly on who you ask.

At first, "Cloud computing" appears to be little more than a bandwagon marketing term akin to "new and improved" or "fat free". The term itself is often credited to the telecommunications industry which, more than 30 years ago, used the image of a cloud to describe their networks. During the 1990's the Cloud began to symbolize the Internet. Today it symbolizes the resources available to us on the Internet that we do not own or control. In this article, we define "Cloud computing" and "the Cloud" broadly as any information technology that you will use via the Internet.

## Will The Cloud Provider Guaranty Confidentiality of Stored Information?

One of the biggest risks of the Cloud is the sense of false security that it eradicates your need to identify and manage the risks of storing, accessing, and protecting your information.<sup>1</sup> However, those risks remain, and it will be largely up to you--and not the Cloud provider--to devise contractual terms to protect against catastrophic loss of information or, worse yet, inadvertent disclosure. Currently, there is scant legislation, regulation, or case law addressing the sharing of these risks. Cloud providers are not regulated. They conform only to internal standards and guidelines. Nonetheless, Cloud providers should guaranty against catastrophic loss of information with redundant, remote back-up systems. You will want to know the identities, locations, and capabilities of the back-up systems in place to restore lost information within a reasonable amount of time.<sup>2</sup> You will also want to negotiate a liquidated damages clause for the Cloud provider's failure to restore lost information as agreed. Moreover, you will want to know the terms of the agreement that your Cloud provider has in place with a secondary and perhaps a tertiary Cloud provider to assume responsibility for your company's information in the event your vendor is prevented from continuing its business for a period of time.

As for inadvertent disclosure of your company's information, there may be no adequate remedy if the disclosure involves trade secrets, customer lists, pricing matrices, etc.<sup>3</sup> Cloud providers should be able to give detailed information about the security measures they can provide you to protect against such disclosures. Those measures should include what the Cloud provider does to: (i) minimize negligence, recklessness, or intentional "bad acts" of the Cloud provider's own employees; (ii) secure access to and storage of your company's information in the event the Cloud provider goes out of business; and (iii) cleanse your company's information from servers the Cloud provider takes out-of-use, sells, or discards. If the Cloud provider fails or refuses to provide this information, then your company will want to segregate such information from that which it otherwise puts on the Cloud.

Another question you will want to ask your Cloud provider is what responsibility it assumes for compliance with laws that obligate your company to secure the confidential information of third parties. Laws such as HIPAA and Sarbanes-Oxley apply to a variety of industries. And we are all familiar with our own profession's imperative to secure confidential client information. By way of example, Model Rule 1.6 states that lawyers "shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is otherwise permitted."

The Rules do not make any exception for information that might get disclosed inadvertently by a Cloud provider. The two jurisdictions that have addressed the issue of what lawyers must do before storing their client's confidential information in the Cloud require three things: (i) an exercise of reasonable care in selecting the Cloud provider such that it can be reasonably relied upon to keep the information confidential; (ii) affirmatively instructing the Cloud provider to keep the information confidential; and (iii) receiving reasonable assurances that the Cloud provider will follow those instructions.<sup>4</sup>

<sup>1</sup>See, "Free at What Cost? Cloud Computing Privacy Under The Stored Communications Act," W. Robison, 98 Geo. L. J. 1195 (April 2010); see also, "Clouds Come Back To Earth," Charles Babcock, Information Week, p. 14 (July 26, 2010).

<sup>2</sup>See, "Best Practices for Data Protection & Privacy," A. Besunder, Aspatore (Nov. 2009), p. 1.

<sup>3</sup>See, "Cloud Computing: Possible Lurking Dragons are Real," L. Zimmerman, 78 J. Kan. Bar 14 (May 2009).

<sup>4</sup>See, "Technology for Everyone: Law Libraries in the Cloud," D. Murley, 101 L. Lib. J. (Spring 2009) citing the State Bar Standing Committees of New Jersey and Nevada.

These initial advisory opinions are instructive on the onus that will be thrust upon the Cloud computing consumer to draft appropriate terms and conditions of the Cloud computing contract.

Initially, it is safe to assume that the duty to protect your company's customer and client information cannot be delegated to the Cloud provider—regardless of what it might promise. One of the largest cloud providers for e-commerce is Amazon. Its offerings have recently passed SAS 70 requirements. IBM and Rackspace also voluntarily agree to meet federal information management standards. Cloud providers might try to argue as a selling point that they can assume your company's regulatory compliance requirements. Yet, that theory has not been tested in the courts.

## Will Moving To The Cloud Save My Company Money?

One of the more difficult questions for mid-size companies will be whether moving to the Cloud saves enough costs to support the move. It is the start-ups and the Fortune 500 companies that seem to benefit the most from the Cloud. For start-ups, cloud computing through Google apps and other low-cost providers has virtually eliminated startup costs. In less than a day, they can obtain a website, e-mail address, document storage, billing, customer tracking, and contract management systems--and do it at zero cost. Conversely, Fortune 500 companies are able to adopt cloud technologies due to their in-house expertise in negotiating appropriate arms-length terms with a Cloud provider and yet continue to manage the risks of moving to The Cloud.

Following are just some of the key considerations in the cost/benefit analysis of the Cloud:

- What are the risks of using incompatible software on the Cloud?<sup>5</sup>
- Can my company proceed by using the Cloud alone, or will it have to maintain a supplemental private system? If my company needs a supplemental private system, what will it cost to minimize the risk of incompatibilities between the Cloud and the private system?
- Do the initial entry fees to the Cloud have hidden fees and escalator clauses? Many Cloud providers will use a low entry fee for small companies and increase that fee disproportionately as the company grows. Such escalation clauses must be negotiated in detail at the outset.
- If your company decides that the Cloud does not fit its business any longer, what penalties will it suffer to move away from it?<sup>6</sup> The switching costs of moving from one platform to another and the learning curve your employees will need to learn the new system tend to create a "lock-in" to the Cloud. If your company is unable to obtain satisfactory answers or negotiate reasonable contract terms that address these issues, then the cost of moving to the Cloud might not be supportable.

Cloud computing is almost surely in your future in one way or another.<sup>7</sup> It exists because CPU, memory, and disk space have become almost too cheap to meter. So before your company leaps to the Cloud, you will want to make sure that it does its homework, identifies and analyzes the costs and benefits and secures an escape strategy. If it fits for you, then make the leap. We'll see you in the Cloud.

<sup>5</sup>By way of example, using salesforce.com and Quicken online for your CRM and accounting functions requires your company to maintain information independently and manually as among the two systems. Manual integration introduces opportunities for data duplication and data errors along with lost employee productivity time. More and more Cloud providers are realizing that they need to supply robust integration tools so that gaps like this can be closed through programming instead of requiring manual input.

On the other hand, Cloud offerings are growing in their ability to translate to other applications. As just one example, consider Microsoft and Google. Although most offices currently use Microsoft for desktop applications, Google Docs is making headway. Google Docs is a completely free online office suite that can convert to and from Microsoft's document formats. Google Docs comes with a good deal of storage and can be shared with other individuals both inside your organization and out. And this is just the beginning.

<sup>6</sup>"Technology for Everyone," supra, at n. 5.

<sup>7</sup>See, "Legal Tech Forecast: Cloudy With Only A Chance Of Purchasing Software," D. Narkiewicz, 32 Penn. Law 56 ( March/April 2010).

# Financial Regulatory Reform: SEC Adopts Mandatory Proxy Access

By: Karen M. Jordan, SNR Denton<sup>1</sup>



After years of debate, on August 27, 2010, the Securities and Exchange Commission (the "SEC") adopted amendments to the federal proxy rules under the Securities Exchange Act of 1934 (the "Exchange Act") providing for the inclusion of shareholder nominees in company proxy statements. By contrast, current practice requires shareholders to pay for the preparation and mailing of proxy materials for their own nominees. The final rules, which were published in the Federal Register on September 16, 2010,<sup>2</sup> will become effective November 15, 2010. The new and amended rules will apply to companies that are subject to the Exchange Act proxy rules, including investment companies and controlled companies, but will not apply to "debt-only" companies. In addition, although the new rules will also apply to smaller reporting companies, i.e. those with public float of less than \$75 million, the SEC has decided to delay the effective date for these companies for a three year period.

At the center of the debate that preceded the SEC's adoption of the mandatory proxy access rules were the dual issues of the SEC's statutory authority to adopt such a regime and, if so adopted, how would it interface with state corporate law.

As to the first issue, the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act contained explicit authority for the SEC to adopt proxy access,<sup>3</sup> but left the details of rulemaking to the SEC by not mandating any specific holding periods or ownership criteria. As to the second issue, corporate governance law has traditionally been left to the states and state courts, and the new rules represent a marked departure from that history in that they are not limited to facilitating the ability of shareholders to exercise their traditional state law rights to nominate and elect directors, but instead confer upon shareholders a new substantive federal right which in many instances runs contrary to what state corporate law otherwise provides. Several observers believe this will set up a lengthy series of lawsuits to prevent the rule from being enacted.

In the meantime, while it is unlikely that most companies will experience a mad dash by "activist shareholders" banding together in the upcoming proxy season, Exchange Act companies should prepare to comply with the new rules by incorporating the new requirements into their existing proxy procedures and identifying and assessing their vulnerabilities to the new regime.

## *New Rule 14a-11*

New Rule 14a-11 is the centerpiece of proxy access, and was first proposed in May 2009 after almost a decade of prior SEC attempts at proxy access rulemaking. Rule 14a-11 will apply only when applicable state law or a company's governing documents do not prohibit shareholders from nominating a candidate for election as a director. Rule 14a-11 will also apply to a foreign issuer that is otherwise subject to federal proxy rules only when applicable foreign law does not prohibit shareholders from making such nominations.

## *No "Opt-Out"*

The proxy access regime established in Rule 14a-11 is mandatory. Companies and shareholders are not permitted to "opt out" or to adopt a more restrictive process even if permissible under state corporate law.

## *Rule 14a-11 Eligibility*

In order to require that a company include any shareholder nominees in its proxy materials, the nominating shareholder or group must meet the following criteria:

- Own at least 3% of the voting power of the company's securities (which may be aggregated among the shareholders) and have held such minimum threshold continuously for at least three years (each member of a shareholder group must meet the holding period requirement) as of the date the shareholder or group submits the notice of its intent to use Rule 14a-11; and
- Provide notice of its intent to use Rule 14a-11 on Schedule 14N (described below) no later than 150 days prior to the anniversary of the mailing of the prior year's proxy statement and no later than 120 days prior to this date.

Under Rule 14a-11, a company will not be required to include more than one shareholder nominee, or a number of nominees that represents up to 25% of the company's board of directors, whichever is greater. In the event that there are multiple nominating shareholders or groups, then the nominating shareholder or group with the highest percentage of the company's voting power will have its nominees included in the company's proxy materials.

<sup>1</sup>Some information for this article also appears in a Alert published August 27, 2010 by SNR Denton. For the full text of the Alert and additional information on current and upcoming financial regulatory reform, visit [snrdenton.com](http://snrdenton.com).

<sup>2</sup>Facilitating Shareholder Director Nominations, 70 Fed. Reg. 56,668 (September 16, 2010), to be codified at 17 C.F.R. pts. 200, 232, 240 and 249.

<sup>3</sup>Pub. L. No. 111-203 (2010).

## *Schedule 14N*

Shareholders seeking to place their nominees in a company's proxy statement will be required to inform the company and the SEC of their intent to do so on a new Schedule 14N. The nominating shareholder or group will be required to make specific disclosures about themselves and their nominees that are similar to those currently required by the SEC for contested elections. Nominees will be required to meet the objective independent director standards of any stock exchange on which the company's shares are listed, but will not be required to meet director qualification standards contained in the company's governing instruments. Such shareholders also will be required to affirmatively state their lack of any intention to seek a change of control of the company or to pursue more broad seats than permitted under the rules. A company will not be responsible for any information provided by shareholders for inclusion in its proxy materials.

## *Other New Rules and Amendments: Rule 14a-2 and Rule 14a-8*

The SEC also adopted two new rules and amended one of its existing proxy rules to facilitate shareholders' use of Rule 14a-11:

*New Rule 14a-2(b)(7).* Under new Rule 14a-2(b)(7), certain limited written communications and unrestricted oral communications made in connection with using Rule 14a-11 and filed with the SEC on Schedule 14N are exempt from the SEC's proxy solicitation rules.

*New Rule 14a-2(b)(8).* Under new Rule 14a-2(b)(8), under certain circumstances, communications by or on behalf of a nominating shareholder in support of its nominee are further exempt from the SEC's proxy solicitation rules after receiving notice from the company that its nominees will be included in the company's proxy materials.

*Amended Rule 14a-8.* Under amended Rule 14a-8(i)(8), the SEC has eliminated the so-called "election exclusion," and shareholders will be allowed to make proposals to broaden (but not narrow) proxy access, such as a lower ownership threshold, a shorter holding period or to allow or a greater number of nominees.

## *What Companies Should Do Now*

*Know Your Vulnerabilities.* Identify your 3% shareholders and potential groups of shareholders, especially if your company has been a target of shareholders in the past.

*Know Your Governing Documents.* Are your company's meeting notice requirements consistent with the Rule 14a-11 period?

*Know Your Calendar.* In order to comply with Rule 14a-11, including the ability to reject a shareholder or group's nominee under the rule, it is important that your company develop procedures for reviewing and handling requests under Rule 14a-11 in a timely manner.

## *About the Author*

Karen Jordan is a Managing Associate in SNR Denton's Corporate practice with extensive experience in advising corporate clients in a wide range of corporate, public finance, real estate and securities transactions.

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# International Joint Ventures - Managing The Potential Pitfalls

By Anthony Grice and Bob Tomaso, Husch Blackwell Sanders LLP

In September, eBay announced an expected 80% increase in annual revenue from its China operations to \$4 billion largely due to its cross-border trading business, which involves Chinese companies selling their products abroad. eBay conducts its cross-border trading business through a joint venture with a Chinese company which was formed only a few years ago.<sup>1</sup> eBay's apparently harmonious international joint venture stands in sharp contrast to BP's well publicized Russian drama.

In 2003, BP inked a joint venture arrangement with a group of Russian billionaires at 10 Downing Street under the watchful eye of Tony Blair and Vladimir Putin. Although financially successful, by 2008 BP's appointed CEO of the Russian joint venture had been forced from Russia, reportedly as a result of harassing investigations by Russian prosecutors, labor inspectors and tax officials thought to be instigated at the behest of BP's Russian partners. BP cited the ongoing disputes with its Russian partners as a chief limitation on the growth of the venture. However, in the last couple of years, a rapprochement between BP and its Russian partners has resulted in the joint venture becoming a crucial source of cash and growth for BP during a very difficult time for the energy giant.<sup>2</sup> The joint venture parties' battles over management control and investment direction are said to be in the past and business is booming.<sup>3</sup>

The reported experiences of eBay and BP are graphic examples of the opportunities and pitfalls of international joint ventures. Although the desire to pursue growth opportunities abroad, potential for outsized returns and certain emerging market foreign investment requirements will inevitably continue to drive interest in such cross-border joint ventures, the international arena is littered with the carcasses of busted or dissolved joint ventures and the unrealized expectations of the partners. In fact, according to at least one study, almost 50% of joint ventures fail<sup>4</sup> and the introduction of cultural, language and legal differences inherent in an international joint venture setting only exacerbates this risk. Nevertheless, through careful planning and due diligence, you can assist your management team in managing expectations and preparing for the difficulties of a partnership on the international stage.

## THOUGHTFUL DUE DILIGENCE – Critical to the success of an international joint venture

Although a joint venture may enable your company to take advantage of a local partner's knowledge and enter a market more quickly and at lower costs, the local partner may have an entirely different view of the relationship and business generally. In the international context, parties must be extra vigilant in ensuring that each party's expectations are clearly understood. The cultural differences between the company and the local partner may lead to significant misunderstandings.

### *Local Risk Assessment*

Understanding the local political, business, legal and cultural risks may assist you and your management team in determining whether your business objectives can be successfully achieved through a joint venture. Further, such in-country risk may affect how you structure or negotiate the specific terms of the joint venture.

Political and business risks to consider include:

- the stability of the local government (e.g., mature democracy, free press);
- the level of corruption and anti-corruption regulation;
- the stability of the local currency; economy and government;
- the strength of labor unions; and
- the potential for local competitors to receive special privileges from the local government.

For example, corruption or the lack of long term political stability may be reasons for your company to negotiate for clear and quick put options to exit the joint venture if your company later determines the political situation is deteriorating.

Legal risks to consider include:

- whether the target country has a well-established rule of law;
- the enforceability of contractual safeguards in joint venture agreements (such as, choice of law and forum and penalty clauses);
- the level of bias that local courts may have for local companies;
- whether the local government has well-established intellectual property laws;
- whether the local government has well-developed antitrust regulations; and
- whether there are restrictions on foreign investments.

A company should also consider the business and cultural practices and customs of the applicable jurisdiction. For example, although it may be legal to terminate employees (usually with certain restrictions), local practice may make necessary reductions in force virtually impossible and disrupt operations significantly.

Your company's specific objectives for the joint venture should be tested against each of these factors. Although the opportunities in the foreign market may be significant, your management team should be aware of, and prepared to deal with or accept, the legal and cultural differences presented by the local market which may be significant. BP seems to be writing a relatively happy ending to its Russian drama surely in part because it was prepared to, or learned quickly how to, negotiate with its Russian counter-parties. As former BP CEO Tony Hayward said in 2008, "This is Russian negotiation. At the same time we are firing rockets, we are negotiating."<sup>5</sup> An appreciation of local business practice is no doubt key to being prepared for the sometime unusual course of events taken by an international joint venture.

# International Joint Ventures - Managing The Potential Pitfalls

By Anthony Grice and Bob Tomaso, Husch Blackwell Sanders LLP

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## Compatibility Assessment

A joint venture implies a high degree of cooperation between the parties. Thus, an important aspect of the joint venture diligence exercise should be an evaluation of factors that may indicate compatibility between the prospective parties to assess the prospects of a successful joint venture.

There are a number of operational factors that should be considered, such as:

- whether the goals of the potential partner are complementary and aligned with the company's goals for the joint venture;
- whether the parties are able to develop a clear and comprehensive business plan for the joint venture;
- whether the business culture of the potential partner is compatible with the company;
- whether the potential partner has the ability to meet its share of the funding needs of the joint venture;
- whether the local partner has sufficient operational and performance capabilities to meet the joint venture's goals; and
- whether the local partner will commit the necessary internal leadership to the joint venture.

There are also several non-operational factors that should be examined, such as:

- the reputation of the potential partner in the local and global business community;
- the potential partner's legal track record;
- the nature and extent of the potential partner's ongoing legal disputes; and
- whether the potential partner is structured and organized in way that is compatible with the company.

Bear in mind that many of these factors, in particular many of the operational factors, can only be assessed through frank discussions between the parties. The local partner may not be forthcoming until it knows the transaction is likely to proceed and cultural sensitivities may impact the timing, level and nature of the diligence exercise. Before pursuing an appropriate due diligence review, careful consideration should be given to the local sensitivities and approach to the due diligence exercise. An initial discussion about this exercise and the U.S. partner's internal requirements for such due diligence may prepare the local partner for a detailed process with which it may not be familiar. Also, it is critical to include in the diligence process the persons who will ultimately be involved in the management of the joint venture so they can begin to develop a working relationship.

## STRUCTURING AND NEGOTIATING – A few key points to consider

The full range of issues presented by any domestic joint venture (management, budgeting and capital expenditures, termination and exit) are also relevant to an international joint venture. In an international context, particular attention should be paid early in the process to structuring, financial reporting and US Foreign Corrupt Practices Act (FCPA) compliance. Regulations regarding repatriation of capital, restrictions on foreign ownership and international tax treaties may drive the appropriate structure and should be considered early in the process. Similarly, careful early consideration should be given to the joint venture's internal control over financial reporting, particularly if your company is publicly traded and subject to the Sarbanes-Oxley Act requirements regarding such internal controls.

Finally, US companies should also be mindful of the FCPA when entering into international joint ventures as your US parent company may face liability for the conduct of the joint venture. The FCPA prohibits US companies, and in certain circumstances their joint ventures and joint venture partners, from providing gifts to foreign government officials to obtain a business advantage. Moreover, US companies are expected to conduct some level of due diligence on its joint venture partners to meet the applicable requirements of US law and, in order to reduce the risk of exposure, US companies are generally encouraged to implement certain compliance-related policies at the joint venture level. However, effectively communicating and implementing the FCPA requirements to a local partner, who may be quite unfamiliar with them and their nuances, can be a real challenge for a budding business relationship.

\* \* \* \* \*

The attraction to, and potential benefits of, international joint ventures will undoubtedly remain front of mind for management teams seeking growth opportunities abroad. However, such ventures are clearly not without pitfalls. By remaining sensitive to these key issues, and through careful due diligence on the local market as well as the potential partner, you can assist in managing expectations and preparing for the risks of an international joint venture, which will hopefully create "eBay size" joint venture returns for your company.

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<sup>1</sup>eBay sees expanding China cross-border trade, September 10, 2010, Reuters; eBay's unusual approach yields success in China, September 13, 2010, WARC News.

<sup>2</sup>BP's share of the joint venture's oil production accounts for about 25% of its own output and the joint venture pays close to \$2 billion in yearly dividends to each of its ownership groups, which is cash BP greatly appreciates in light of the tremendous hit that BP's stock has taken in the aftermath of the oil spill in the Gulf of Mexico. How BP Learned to Dance with the Russian Bear, September 23, 2010, Bloomberg Businessweek, Stanley Reed

<sup>3</sup>Id.

<sup>4</sup>Strategic Partnering: Managing Joint Ventures and Alliances, February 28, 2006, Tuck School of Business, Thought Leadership Roundtable on Digital Strategies.

<sup>5</sup>BP's Russian Joint Venture Falters, July 31, 2008, Bloomberg Businessweek.



ACC-STL 2nd Annual Golf Spa CLE Event Golf Tournament 1st Place  
Winners : Matthew Morrison, Julie Waters, Renne Schenk and Tyler Frank.



Craig Ingraham and Aaron Williams at the October 21 CLE: The Evolutionary Role of the Employee as In-house Counsel

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## Upcoming ACC Events:

### Recent Trends in IP

Nov 18, 2010

7:30 AM - 9:00 AM

St. Louis Club

7701 Forsyth Boulevard

St. Louis, Missouri 63110

### Practice Area Networking Breakfast - Finance

Dec 1, 2010

7:00 AM - 8:30 AM

First Watch Restaurant

Creve Coeur Plaza Center

742 N. New Ballas Road

Creve Coeur, MO 63141

### ACC Holiday Party

Dec 9, 2010

6:30 PM - 8:00 PM

SAVE THE DATE

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