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FOCUS

President's Message

Peter A. Prinsen

I am advised by our Membership Chair, Mike Eckhardt from Wawa, that the Greater Philadelphia Chapter's membership is now at over 1,600 members. Not only is the number of our Chapter members outstanding, but the level of your involvement and commitment to the Chapter is extraordinary as well. This year we will have put on over 80 programs ranging from our Meet your Counterparts Programs to our In-House Counsel Conference (where over 600 of you attended and participated in CLE programs running on four separate tracks for the entire day). Thank you for attending the Chapter's events. We work very hard to make sure they are relevant to what you do.

As my term as President nears an end, I am thankful for everything that makes this Chapter run so well. As I mentioned above, it all starts with you, our members. You are the reason that our Board and all our Committee members work so hard to develop and present interesting programming. I also am so thankful for our sponsors who continue to provide the financial support for the programming, as well as the intellectual support by virtue of the many speaking opportunities our sponsors have. Finally, I want to thank all our Chapter members who involve themselves in Chapter activities from participating on the Board to participating on our various committees (where the real work of our Chapter takes place) or simply by attending our many events. There is so much value to be obtained and fun to be had that I am hopeful that each and every one of our Chapter members commit to increasing their involvement with the Chapter for 2020.

Speaking of 2020, I'm thrilled to report that we have had an overwhelming response to our 2020 sponsorship opportunities. Like last year, we have been oversubscribed in virtually all sponsorship levels. Despite being oversubscribed, we continue to work hard to find opportunities for our sponsors to "squeeze them in" so that they can enjoy the benefit of sponsorship of this fine Chapter.

In 2020, we will welcome a new Diamond sponsor, Akin Gump. Drinker Biddle was our Diamond sponsor for many years and will remain an Emerald sponsor, along with our other Emerald sponsor, Cozen O'Connor. I want to personally thank Drinker Biddle for remaining in the Diamond sponsor slot for so long. Their commitment to the Chapter and efforts to put on truly exceptional programming has been greatly appreciated by all and most importantly, by our members who attended their fine events. I have every reason to believe that Akin Gump will have a similar approach toward their Diamond membership sponsorship opportunities for 2020.

As the end of the year arrives, the number of programs reduce. Nonetheless, a few highlights I'd like to mention include the premier Chapter showing of *Ethics Follies*® that took place on December 3rd at the new AMC Theatre on Market Street in Philadelphia (a movie developed by the South Texas Chapter that offered two ethics CLE credits). This was followed by the **GC/CLO Lunch on December 6th** at Fleming's Prime Steakhouse in Radnor, the **Contracts and Commercial Law**



CLE Institute on December 10th, Morgan Lewis' sponsorship of Pro Bono efforts with **Philadelphia VIP on December 11th** and culminating with our **Annual Holiday Party and Board Installation on December 12th** at the Racquet Club of Philadelphia.

I am truly humbled to have been your President for 2019. For 2020, the Chapter will be served by its new President, **Jackie Meredith-Batchelor**, who is the **Senior Associate General Counsel at Amtrak**, who will take the reins on January 1st. Jackie has the experience, the know-how and the capability to shepherd this fine Chapter far better than I could have ever hoped to do. I'm thrilled to stay on the Board as the Immediate Past President for one year to be able to watch how this Chapter continues to evolve and better serve the needs of our members.

I will end this letter the same way I have ended all prior letters to the membership and that is by asking for your feedback on ways to make our programming better and more relevant for our members. If any of you have any suggestions to achieve that goal, please send an email to me at pprinsen@grahamco.com or send an email to our Administrator, Chris Stewart at chrisstewart@accglobal.com.

I look forward to seeing you at an upcoming Chapter event.

Very truly yours,
A. PETER PRINSEN
President, ACC Greater Philadelphia

Template for Disaster

By Neil Peretz

“Who knows what evil lurks in the hearts of agreements?” Not you, if you have an over-reliance on templates.

As a former litigator, I have witnessed numerous scenarios where a slavish devotion to template agreements paved the road to disaster. Organizations felt that the template agreement was sacrosanct and dared not contemplate how new facts and situations might require its alteration.

Obeisance to and reliance upon a “template” is not surprising, given the history of the term. The [etymology of “template”](#) traces back to the Latin word “*templum*,” which means not only “plank or rafter,” but also means a “temple, shrine, sacred, or consecrated place.”

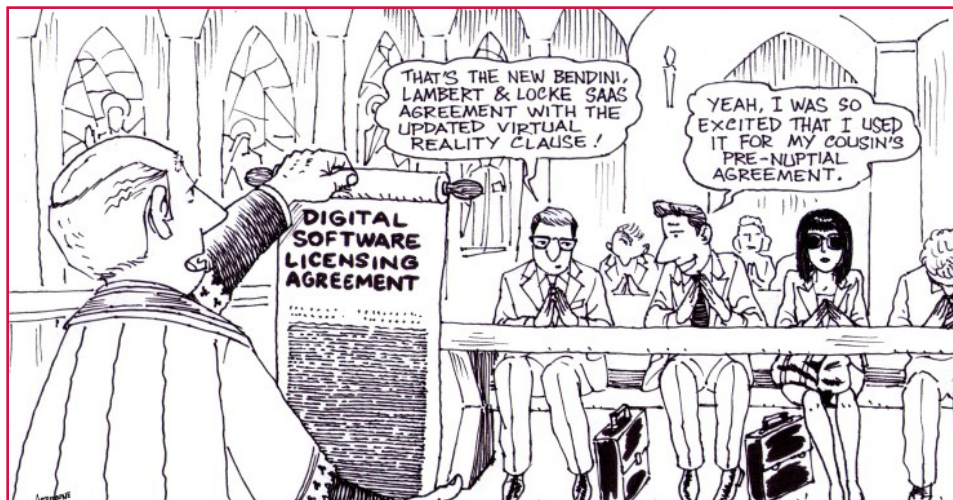
Many cultures have adapted historic religious concepts to today’s mores and practices. For example, in most locales, it is no longer de rigeur to stone people to death for working on the Sabbath. (Indeed, there would be much stoning of lawyers if such a rule were still in place.) Similarly, one cannot rely solely on historic templates as the times change.

When translated into Swedish, one word for “template” is “[mönster](#).” Remove the diacritical marks above the “ö” and you have the perfect English-language descriptor of templates run amuck.

As a former federal trial attorney and financial services regulator, I often encountered situations where companies violated their own agreements with customers. Why? Because they did not know what was in those agreements.

Maybe once upon a time, they read a template customer agreement but never noted when the template changed — or how each version of their template impacted their practices with respect to future customers. Only after class action or regulatory enforcement did they realize that not all customer agreements were the same.

Using templates lulled them into a false complacency around knowing the



content of their customer agreements. In reality, their templates evolved over time, and they should have been reading and implementing each agreement independently.

In the business-to-business context, an over-reliance on templates can lead to even bigger disasters. Businesses are more likely to have attorneys representing them, and business deals are often a higher dollar amount, which means the salespeople pushing the deals are more willing to negotiate in order to get the deal done.

The result is a contract that might look a lot like the standard template agreement yet contains multiple significant deviations from the template that are overlooked during contract implementation ... until it’s too late.

For example, a major commercial property manager thought its standard lease template was in place with a tenant. The property manager failed to note that the notice requirements had been renegotiated, and, as a result, missed the opportunity to exercise an option to re-assess and potentially raise the rent.

Many large organizations have grown through acquisition. As a result, even if they deploy their own templated agreements going forward, their day-to-day work relies on implementing agreements created by their predecessors

and acquisitions. Even if all these inherited prior agreements could be changed, the next acquisition just brings in more types of templates.

Large companies may have hundreds of different agreement templates, meaning they need to start reading each agreement, rather than assuming that all agreements of a certain type are the same. The failure to treat each agreement individually can lead to dangerous assumptions.

For example, some inherited templates might not request that the customer opt-in to receive calls via an auto dialer. The company may face substantial [Telephone Consumer Protection Act](#) liability when contacting customers subject to these inherited agreements.

Without careful attention to the contents of each agreement, the use of templates can breed a pernicious complacency throughout the organization. Employees assume that agreements need not be read because they are inviolable and blessed from above.

When a new situation arises where the standard template doesn’t fit, the employee chooses to use the template regardless, because doing so creates the least internal organizational friction. The end result is an agreement that doesn’t fit the transaction and cannot be smoothly implemented.

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Surely templates can serve a certain purpose: We cannot afford to write each business agreement from scratch. However, we need to remember that speed in drafting is not the sole benchmark for a successful agreement or successful relationship.

The most successful business relationships are those where both sides receive the benefit of their bargain. This means they need a contract that actually reflects their bargain. And, more importantly, the real relationship work begins after the contract is signed.

Because templates change over time and key terms may be custom-negotiated, implementation of the contract must be based on reading its actual terms, rather than assuming it follows the same format and terms of a mythical template from the past.

As an in-house counsel, you should not assume that the use of a template for a certain type of agreement means that you know the terms of all of your relationships. Start sampling your historic agreements to see how they have changed over time.

If your organization has had acquisitions, sample the agreements of acquired entities as well. And start talking with your business colleagues about how often they need to change agreement terms to conclude a negotiation.

Most importantly, even if you think it's just a standard template that you know by heart, read the key terms of each agreement anyway, because that is what the court and your counterparty will rely upon.

Author:

Neil Peretz has served as general counsel of multiple companies, as well as a corporate CEO, CFO, and COO. Outside of the corporate sphere, he co-founded the Office of Enforcement of the Consumer Financial Protection Bureau and practiced law with the US Department of Justice and the Securities and Exchange Commission. Peretz holds a JD from the University of California, Los Angeles (UCLA) School of Law, an LLM (master of laws) from Katholieke Universiteit Leuven (where he was a Fulbright Scholar), bachelor's and master's degrees from Tufts University, and has been ABD at the George Mason University School of Public Policy. Peretz's most recent technology endeavor is serving as general counsel to Contract Wrangler, which applies attorney-trained artificial intelligence to identify the key business terms in a wide variety of contracts.

ACC News

ACC Xchange: Program Schedule Now Available

Xchange 2020 (April 19-21, Chicago, IL) offers **advanced, practical, interactive, member-driven** education for in-house counsel and legal operations professionals that you won't find at any other conference. By uniting complementary professions to exchange ideas and best practices, this program creates a powerful and unique environment that offers a fresh take on how to deliver your in-house legal services more efficiently and effectively. [Register today.](#)

Are your vendors putting you at RISK under the pending California Consumer Privacy Act (CCPA)?

At the ACC Annual Meeting register for, Untangling Third-Party Data Privacy Privacy & Cybersecurity Risk, and

learn how to ensure you're ready for the CCPA and your third-party vendors aren't putting you at risk. [Save your spot at this session now.](#) Seating is limited.

In-house Counsel Certified (ICC) Designation

The [ACC In-house Counsel Certification Program](#), helps in-house counsel become proficient in the essential skills identified as critical to an in-house legal career. The program includes live instruction, hands-on experience, and a final assessment. Those who successfully complete the program will earn the elite ICC credential. Your law department and your employer will benefit from having a lawyer that returns with global best practices in providing effective and efficient legal counsel. Attend one of these upcoming programs:

- Dubai, UAE, March 2-5, 2020

ACC's Top 10 30-Somethings nominations are now open!

This award recognizes in-house counsel trailblazers for their innovation, global perspectives, proactive practice, advocacy efforts, and pro bono and community service work. Self-nominating is acceptable. Nominations are due December 6. [Nominate someone today.](#)



Choice of Law and Covenants Not to Compete: Delaware Courts May Not Enforce Your Choice of Delaware Law When California Law Could be Applied

By Lawrence Del Rossi, Partner at Drinker Biddle & Reath LLP



There are many notable east coast-west coast rivalries. In sports (Celtics versus Lakers basketball), in leisure (Atlantic versus Pacific beaches),

or in food (Shake Shack versus In-N-Out Burger), to name a few. With respect to restrictive covenants, the conflict between Delaware, which is generally considered a “pro-enforcement” jurisdiction, and California, which is generally considered an “anti-enforcement” jurisdiction, definitely stands out in the crowd. This article looks at the two states’ competing views on the enforceability of restrictive covenants, a recent decision by a Delaware Chancery Court that declined to apply a Delaware choice of law clause, and some steps companies can take to get the most out of their agreements when California law may apply.

Freedom to Contract versus Freedom from Restraints on Trade

In Delaware, courts generally enforce reasonable covenants not to compete post-employment consistent with that state’s general public policy in favor of parties’ freedom to contract. *NuVasive, Inc. v. Miles* (Del. Ch. Ct. Sept. 28, 2018); *Cont’l Warranty, Inc. v. Warner* (D. Del. 2015). However, under California law, specifically Business and Professions Code section 16600, non-compete agreements generally are prohibited post-employment unless they fall within a statutory exception, such as the sale of a business. California courts have “consistently affirmed that section 16600 evidences a settled legislative policy in favor of open competition and employee mobility.” *Edwards v. Arthur Andersen LLP* (Cal. 2008).

A Delaware Chancery Court Declines to Enforce Delaware Choice of Law Provision, and Voids Restrictive Covenants for a California Employee

The Delaware Chancery Court’s recent decision in *NuVasive, Inc. v. Miles* showcases a common dilemma that employers face when trying to protect their legitimate business interests through the enforcement of reasonable non-compete or non-solicit restrictions for employees in California.

NuVasive, a Delaware corporation headquartered in California, required its president and chief operating officer, Patrick Miles, a resident of California, to sign an employment agreement with one-year post-employment non-compete and non-solicit of customers and employees clauses. The agreement had a Delaware choice of law and venue provision. Miles left NuVasive and joined a purported competitor, prompting NuVasive to sue him in Delaware in 2017. He challenged the enforceability of his covenants under California law, arguing that his Delaware choice of law provision was unenforceable. As Court of Chancery Vice Chancellor Glasscock framed the issue, “if the choice of law provision is enforced, the parties will successfully have contracted around California law, and NuVasive may proceed with this litigation to attempt to hold Miles to his bargain,” whereas “if California law is applied, the non-compete provision was illusory, and Miles is free to accept employment with a NuVasive competitor.”

The *NuVasive* court first decided the enforceability of Miles’s non-compete agreement. The judge looked to his earlier analysis and decision in *Ascension Insurance Holdings, LLC v. Underwood* (Del. Ch. Ct. Jan. 28, 2015), which involved a California resident and a Delaware company headquartered in California, and an employment agreement they negotiated in California containing a non-com-

pete covenant and Delaware choice of law provision. In *Ascension*, the court applied the choice of law analysis under the Restatement (Second) of Conflict of Laws, and declined to enforce the parties’ Delaware choice of law provision because “Delaware’s strong but generalized public policy in favor of freedom of contract was trumped by California’s specific policy in favor of freedom of employment.”

After *Ascension*, and after NuVasive and Miles had entered into their employment contract, California amended its Labor Code in January 2017, adding section 925, which prohibits California employers from including choice of law and venue provisions to circumvent the protections of California labor law, *except* where the employee is represented by independent legal counsel in negotiation of the agreement. Cal. Labor Code § 925(e). Initially, in 2018, the *NuVasive* court assumed that Miles was represented by counsel when he signed his employment agreement with NuVasive and enforced the Delaware choice of law provision. However, in 2019, after Miles presented evidence that he was not represented by counsel during the negotiation of his agreement with NuVasive, the court reversed course and voided the non-compete because it was against “fundamental California policy,” and “California’s policy interest materially exceeds Delaware’s interest in freedom of contract.”

Most recently, on August 26, 2019, the *NuVasive* court determined the enforceability of Miles’s non-solicitation covenants. Using the same choice of law analysis under the Restatement (Second) of Conflict of Laws, and reviewing the enforceability of employee non-solicitation covenants under (1) the California Supreme Court’s 2008 decision in *Edwards v. Arthur Anderson LLC*, (2) a California Court of Appeal’s 2018 decision in *AMN Healthcare, Inc. v. Aya Healthcare Services, Inc.*, and (3) California federal district court cases decided post-AMN

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Healthcare, the *NuVasive* court concluded that these California decisions stand for the proposition that employee non-solicitation covenants are generally void under California law (section 16600), and that California's interest in overseeing conditions of employment relationships in that state "substantially outweighed" Delaware's "fundamental, but general interest" in freedom of contract. The judge therefore declined to enforce the parties' Delaware choice of law provision and ruled that NuVasive's non-solicitation covenants were unenforceable.

There is no doubt that the Delaware Chancery Court's rulings in *NuVasive* are a setback for employers who want to require their California-based employees to sign employment agreements with non-compete and non-solicit covenants post-employment and have them governed (and enforced) under Delaware law. However, there are other practical options for protecting legitimate business interests that, while not as broad as a non-compete or a non-solicit covenant, might be worth considering. For example, companies can use tailored confidentiality and non-disclosure agreements, and trade secret protection programs, as a means

of protecting their key assets, [which is further explained in this article](#).

Some Common Ground Coast-to-Coast: The Sale of Business Exception

Despite the stark differences between Delaware's and California's enforceability of covenants not to compete, it is worth noting one situation where both jurisdictions seem to be aligned – courts in Delaware and California generally will enforce reasonable covenants not to compete and not to solicit *in the sale of a business context*.

As noted above, California's general prohibition on non-competes has an exception for the sale of a business. Cal. Bus. & Prof. Code § 16601; *Fillpoint, LLC v. Maas* (Cal. App. Ct. 4th Aug. 24, 2012); *Monogram Indus., Inc. v. Sar Indus., Inc.* (Cal. App. Ct. 1976) ("In the case of the sale of the goodwill of a business it is 'unfair' for the seller to engage in competition which diminishes the value of the asset he sold.").

In March 2019, although a federal district court in California in *Roadrunner Intermodal Services, LLC v. T.G.S. Transportation, Inc.* (E.D. Cal.) declined to apply

a Delaware choice of law provision in a stock purchase agreement between a California-based company and a California resident, it nonetheless enforced under California law a five-year temporal restriction and reformed geographically overbroad non-compete and non-solicit covenants to cover areas where the defendant had done business or established goodwill.

In 2015, a Delaware Chancery Court, in *Kan-Di-Ki, LLC v. Suer*, addressed whether a California-based Delaware limited liability company could enforce a five-year non-compete contained in an asset purchase agreement (APA), against an individual California resident. The APA contained a Delaware choice of law and venue provision. The *Kan-Di-Ki* court conducted a choice of law analysis to determine whether Delaware or California law applied to the APA. Based on the evidence adduced at trial, the court concluded that the carve-out from California's general rule against non-competes applied to Suer because he was a seller of the goodwill of a business under the APA, and therefore applied Delaware law. The court then determined that the restrictions were reasonable and enforceable under Delaware law.



Member Spotlight

ACC Greater Philadelphia 2019 Q4 Newsletter Member Spotlight Q&A

Frank Borchert

1. How long have you been in your current position?

I started my current position in 2015.

2. How many years have you worked in-house? *24 years, since 1995*

3. What law school did you attend?
New York University School of Law

4. Where did you attend college and graduate school? What degrees do you hold?

*Swarthmore College (B.A.)
NYU (J.D.)*

(Also attended non-degree programs at Stanford, GSB; Tokyo Univ.; and Middlebury College)

5. What do you consider to be your most pivotal career move? *Many moves have seemed pivotal at the time. Broadly speaking, the decision to go in-house has been the most significant in shaping my career.*

6. What's the best thing about your current job? *The opportunity to be a full business partner to help a small company grow in a flexible and collegial work environment.*

7. What's the worst job you've ever had?
Washing dishes at a caterer

8. What's the most valuable life lesson you still apply today? *There is no free lunch!*

9. What do you consider to be the best thing about ACC membership?
The opportunity to learn from and meet great colleagues in the legal community.

10. How do you achieve work/life balance?
By regular focus and engagement on the topic.

11. If I were not practicing law, I'd... Join the foreign service.....or get a PhD in Econ.....or write a book.... Or.....

12. My favorite vacation spot is *Tokyo, Japan*

13. A place I've never been but would most like to visit is *Greece*

14. My all-time favorite movie is *Star Wars*

15. Even people who know me might be surprised to learn that... I am an open book!

16. If applicable, please tell us about your pet(s): *Dog – Kuma Rabbit – Ginger Koi - unnamed*

Aileen Schwartz Forges Relationships, Inspires Change

By KC Esper



Aileen Schwartz of Hill International discusses how believing in her people motivates them to move mountains

Aileen Schwartz is a go-getter. Early in her career, working in-house was her dream. So, with her first CEO and mentor Stephen Shilling's help, she persevered to become General Counsel for The Quaker Group, a privately held company specializing in real estate development and construction. Though Shilling would pass away just shy of two years after she landed this position, the lessons he taught her have remained with her throughout her career, fueled her passion for the construction industry, and showed her how to make a difference no matter her role.

After serving The Quaker Group for almost seven years, Schwartz realized it was time to grow in her career and applied for a legal position at [Hill International](#), a publicly traded global construction management and project management consulting firm currently headquartered in Philadelphia, Pennsylvania. Since joining Hill International in 2008, she has been promoted three times, moving up the ladder from her first role as Assistant General Counsel to her current, wide-ranging position as SVP, Senior Corporate Counsel US, and Privacy Officer. Schwartz credits her success at Hill International to working with William H. Dengler, Jr., Hill's former General Counsel and now Executive Vice President and Chief Administrative Officer. "Having a supervisor who trusts your instincts, provides you with autonomy to perform your duties, and supports your efforts makes all the difference," says Schwartz.

The scope of Schwartz's duties includes litigation management, contract and lease review and negotiation, advising

on employment law, human resource investigations, implementation and compliance worldwide with privacy laws, and response to—and prevention of—cybersecurity breaches. "It's different every day," she says. "I have many diverse duties, so one day is totally dissimilar to the next." While she loves solving every challenge that lands on her desk, she attests that the best part of her job is building and working with a team of amazing people who support her. In fact, to Schwartz, building out both her in-house and outside counsel networks with strong, diverse talent is imperative to her success and the performance of her duties.

"By welcoming a diversity of people, you get a huge range of opinions, thoughts, and creativity on how to problem solve and create alternative solutions," Schwartz explains. "I always look for the best person for the job with the right expertise, regardless of who they are. Having this diverse workforce both internally, at Hill International, and externally, through other in-house contacts and outside counsel, adds value to everything I do and to the entire team."

In her practice, Schwartz makes a point to welcome talented people of all backgrounds and beliefs. Likewise, she continually develops relationships with every member of her team, allowing them to contact her at any hour with any problem. "It's a really good feeling knowing my coworkers and outside counsel feel comfortable reaching out. They know I will respond right away, enabling us to solve problems before they happen," Schwartz says. "Even though we don't hesitate to contact one another, we respect each other's outside lives. This balance is key to working together effectively." In the same way that she serves as a support system for her coworkers and diverse outside counsel, she is a strong advocate for other female attorneys.

When Schwartz graduated from the University of Pennsylvania Law School,

more than half her class was female. Years later, however, she realized that very few of her female classmates were still practicing law. "It's a shame that all these brilliant women are not using their legal education," she says. Similarly, Schwartz started noticing that women who were practicing in the field weren't offered the same or equivalent opportunities as their male counterparts. Unjustly, many weren't promoted because law firms didn't want to invest in someone who could potentially leave to start a family. The overall lack of female representation and promotion inspired Schwartz to use her experience to become an advocate for female lawyers.

"By welcoming a diversity of people, you get a huge range of opinions, thoughts, and creativity on how to problem solve and create alternative solutions."

"We're going to keep working to change the way people see women in the field," Schwartz explains. "At Hill International, I can accomplish anything I put my mind to. I have opportunities to advance and am not held back because of my gender in any way at the company. I hope to see this more throughout the legal profession." Schwartz adds, "I believe my daughter, currently in graduate school, will enjoy a more welcoming and supporting workplace thanks to the efforts of men and women in leadership roles today at more forward-thinking companies. I am confident that young women today will know a different world coming out of school than I ever did and that they will have a lot more opportunities."

To accomplish her goal of a more equal legal industry, Schwartz started the Women's Committee within the Association of Corporate Counsel for the Greater Philadelphia Area Chapter. The committee serves as a hub for women in legal to have open dialogues about their experiences while providing and receiving support from their female cohorts. "These events allow women to discuss

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the challenges they have experienced and see how others have been confronted with similar situations. It's been extremely helpful for younger women in the profession." Schwartz is also an active member of the Forum of Executive Women and Women Owned Law, organizations that likewise promote professional women.

For Schwartz, watching the growth inside and outside of Hill International inspires her to continue her efforts and gives her hope for future generations of attorneys. As she continues to forge relationships and serve as a mentor for her team, she hopes to continue sparking positive change however she can. "I came to Hill

right after it went public, so it's been an incredible opportunity to evolve with the company. There is diversity in our leadership and in our departments, and it's wonderful to see the ways that the company is thriving thanks, in part, to this approach."



Sadeq M. Khan, Chief Compliance Officer and Deputy General Counsel, Vertical Screen Inc., Named one of the Association of Corporate Counsel's Top 10 30-Somethings!

The Association of Corporate Counsel (ACC), a global legal association representing more than 45,000 in-house counsel employed by over 10,000 organizations in 85 countries, recognized **Sadeq M. Khan, Chief Compliance Officer and Deputy General Counsel, Vertical Screen Inc.**, as one of the 10 best business lawyers in its international membership. The award was presented at ACC's Corporate Counsel University (CCU) in Minneapolis.

Sponsored by Saul Ewing Arnstein & Lehr LLP, the award program distinguishes the outstanding achievements of in-house counsel between the ages of 30 and 39. Nominations are based on the individual's contributions to the corporate law department, company, or organization, as well as the depth and context of their participation in efforts to advance advocacy, pro bono, and diversity in the legal profession.

"Sadeq came to Vertical Screen as an intern through the successful ACC Greater Philadelphia **Diversity Corporate Summer Internship Program**, said A Peter Prinsen, President, ACC Greater Philadelphia. "Sadeq is truly the poster child for validation that the Internship Program is a breeding ground for extremely talented law students, many of whom reach such great heights as lawyers. It's a testament to his work ethic and responsibility that Sadeq was recognized with this tremendous honor."

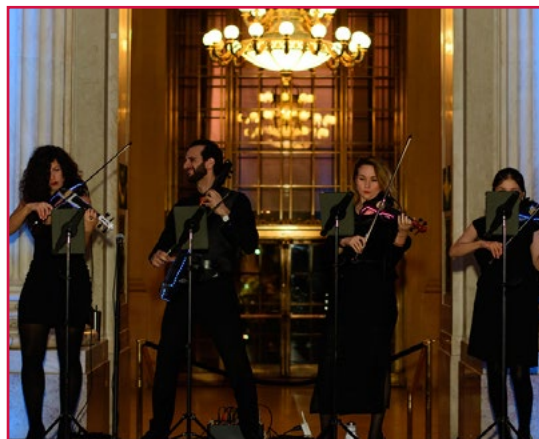
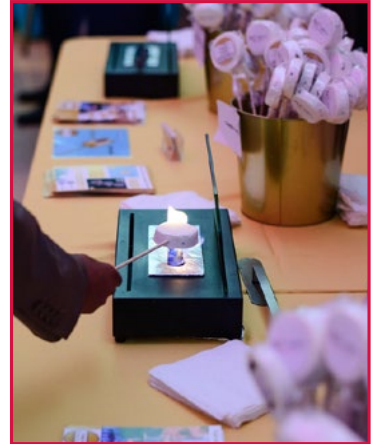
The 2019 Top 10 30-Somethings awards are presented to the following:

- Fernanda Beraldi, *Cummins*, a Fortune 500 company
- Lewis J. Dolezal Jr, *Scotts Miracle-Gro*, a Fortune 500 company
- April A. Dale Goff, *JC Penney*, a Fortune 500 company
- Melissa Reiter, *G Adventures*
- Thomas Cluderay, *Yellowstone Forever*
- Erin Stewart, *Pinnacle Group*
- Alana St. Aude, *Capital One*, a Fortune 500 company
- Sadeq Khan, *Vertical Screen*
- Brian Buckham, *Idaho Power*
- William K. Piotrowski, *Barnes Group, Inc.*

To learn more about the 'Top 10 30-Somethings' award recipients, check out the July/August issue of ACC's award-winning magazine, [ACC Docket](#).

Past Events

**Annual Fall Gala @
Franklin Institute**
November 7, 2019



Chapter Party @ Monarch in Phoenix

October 28, 2019



Litigation CLE Institute @ Crowne Plaza

October 22, 2019



**Annual Paralegal Forum
@ Union League**
October 11, 2019



**Annual Paralegal Forum @
Union League**
October 3, 2019



**Delaware MYC
@ Hummingbird
to Mars**
September 26, 2019



**Inaugural
Golf
Outing**
September 23,
2019



MYC @ Estia Greek Taverna

September 18, 2019



Corporate & Securities Institute @ Union League

September 11, 2019



**Women's
Networking
Reception @
Nectar**

September 5, 2019



**Board
Nominee
Dinner**

August 20, 2019



**MYC @
Creed's**
July 24, 2019



**Family
Fun Night
& Softball
Game**
July 18, 2019



**Sponsors
for 2019**

We thank our 2019 Sponsors for their support of our chapter. Without them, we could not achieve the levels of success that the chapter consistently reaches.

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through partnership

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**Ogletree
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Comcast Cable
Communications, LLC

Jennifer Bartine
Qlik Incorporated

Laura Belmont
Comcast Cable
Communications, LLC

Elaina Benfield
The Vanguard Group, Inc.

Tamara Bernstein
UGI Corporation

Michelle Bimson
AmeriGas Propane, L.P.

Tricia Bozek
CIGNA

Eric Brown
Chubb Group

Timothy Brown
Venerable Holdngs

Kira Bryers
QlikTech Inc.

Lauren Buechner
Comcast Cable
Communications, LLC

Kathryn Bullard
Comcast Cable
Communications, LLC

Alexander Buonocore
Ricoh USA, Inc.

Jasper Cacananta
Comcast Cable
Communications, LLC

Dominick Capozzola
Lincoln Financial Group

Catherine Carey
IMS Health Inc.

Debbie Carlos
Comcast Cable
Communications, LLC

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UHS of Delaware, Inc.

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Saint-Gobain Corporation

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Chubb Group

Nicole Cetin
Incyte Corporation

Matthew Chaichetti
CIGNA

Lynn Charytan
Comcast Cable
Communications, LLC

Leila Chase
Airgas, Inc.

Timothy Childress
UGI Corporation

Kimberly Cook
Lincoln Financial Group

Douglas Cooperberg
Lincoln Financial Group

Peter Coote
Pennoni Associates, Inc.

Matthew Craig
Comcast Cable
Communications, LLC

Leigh Culpan
IKEA

Amanda Daly
UGI Corporation

Nick DeStefano
Chubb Group

Jill Dolan
Sallie Mae Bank

John Dougherty
Cerner Corporation

Chris Eichfeld
SAP America, Inc.

Megan Ezekiel
SAP America, Inc.

Heather Faltin
Comcast Cable
Communications, LLC

James Fannon
Jetro Holdings, LLC

Joshua Farkas
Calpine Corporation

Rachael Ferry
Lincoln Financial Group

Thomas Field
Saint-Gobain Corporation

Samantha Fisher
Comcast Cable
Communications, LLC

Nathaniel Flandreau
C&D Technologies, Inc.

Ryan Foley
Acrisure

Jennifer Gallagher
Independence Blue Cross

Richard Gastineau
Invicro, LLC

Monica Gaudiosi
UGI Corporation

Catherine Glenn
Chubb Group

Howard Gottlieb
ARAMARK Corporation

Stefan Grewe
Olympus Corporation of the
Americas

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WSP USA Inc.

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InterDigital Inc.

Rafael Haciski
Johnson Kendall Johnson

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Jacobs Engineering Group Inc.

Claire Hanna
Lincoln Financial Group

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Darryl Hazelwood
Comcast Cable
Communications, LLC

Maureen Heisinger
The Day & Zimmermann
Group, Inc.

Tasheika Hinson
The Vanguard Group, Inc.

Linda Kalayjian
AIG

Kate Keller
CIGNA

Jack Kenney
Mitchell International, Inc.

Callie Kim
Chubb Group

Daniel La Luz
Comcast Cable
Communications, LLC

Dani LaBree
Goddard Systems, Inc.

Constance Lahoda
The Vanguard Group Inc.

David Lamoreaux
Calpine Corporation

Meredith LeConey
Jazz Pharmaceuticals

Jessica Lee
Incyte Corporation

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Jay Lemoncelli
Venerable Holdngs

Lurena Lewis
Rhoads Industries

John Limongelli

Laura Link
Subaru of America, Inc.

Katherine Linsey
Independence Blue Cross

Leanna Loucks
Lockheed Martin

Sarah Luccaro
HollyHedge Estate

Evan Luce
Tucker Company Worldwide,
Inc.

Sarita Malakar
American Water Works
Service Company, Inc.

Kathryn Mallary
StoneMor Partners L.P.

John Mannato
UGI Corporation

William Manning
Independence Blue Cross

Frank Markle
UGI Corporation

Dustin Martino
ARAMARK Corporation

Dennis McCooe
Scandinavian Tobacco Group
A/S

Sandra McManus
Arkema Inc.

Neha Mehra
HCL America Inc.

Rosanne Miller

Jessica Milner
UGI Corporation

Daniel Mullin
Holman Automotive Group,

Inc.

Kent Murphy
UGI Corporation

J. Christopher Naftzger
Nabriva Therapeutics US, Inc.

Maxwell Nice
EnerSys

Christopher O'Connell
Airgas, Inc.

Michael O'Connor
CSL Behring LLC

**Rebecca Oliver-
Remshifski**
Universal Display
Corporation

Yvonne Osirim
Merck & Co., Inc.

Jeremy Ouchley
AmerisourceBergen
Corporation

Danielle Petaja
Entercom Communications
Corp.

Brandon Pierce
PECO

Marcel Pratt
City of Philadelphia Law
Department

Ryan Price
Subaru of America, Inc.

Katherine Puccio
EMR USA

Daniel Rainer
CIGNA Property & Casualty

Melissa Rand
AmerisourceBergen
Corporation

Brian Ray
SAP America, Inc.

Thomas Reid
Comcast Corporation

Brielle Rey
AmerisourceBergen
Corporation

Holly Rich
UGI Corporation

Lori Ridyard
Fidelity National Financial,
Inc.

Elizabeth Rocco
Canon Financial Services, Inc.

Joshua Romirowsky
AmeriGas Propane, L.P.

Dave Ronemus
CSL Behring LLC

Christopher Rusek
Sungard Availability Services

J. Michael Russell
Cerner Corporation

Joshua Ryan
Cerner Corporation

Joshua Samples
UGI Corporation

Christy Saveriano
AAA Club Alliance Inc.

Erica Serine
ARAMARK Corporation

Erika Shalette
Chubb Group

James Sherwood
Independence Blue Cross

Josh Slomich
FIS

Nancy Smith
Lincoln Financial Group

Austin So
Stonemor

Richard Spenner
Lincoln Financial Group

Ann Strong
Cerner Corporation

Mallory Sweeney
PPL Services Corporation

Michael Swerling
UGI Corporation

Cassandra Thomas
Ricoh USA, Inc.

Megan Trexler
Chubb Group

Michael Troha
Chubb Group

Lorena Trujillo
StoneMor Partners L.P.

Lalena Turchi

Emily Voltolina
AmeriGas Propane, L.P.

James Vouros

Elizabeth Ware
Independence Blue Cross

Lauren Wilchek
Clinigen Group

Ashley Wilson
Saint-Gobain Corporation

Gretchen Wisheart

Melissa Wojtylak
PCI Pharma Services

Matthew Woodward
UGI Corporation

Jared Zane
Nouryon Chemicals LLC

Upcoming ACCGP Events

Visit ACC Greater Philadelphia for the most current event details or to register for chapter events.

DECEMBER

DEC 10

**Contracts and Commercial Law
CLE Institute**
Crowne Plaza Hotel

DEC 11

**VOLUNTEERS NEEDED
for Philadelphia VIP's Small
Business Legal Assessment
Clinic**
Morgan, Lewis & Bockius LLP

DEC 12

**Annual Holiday Party and Board
Installation**
Racquet Club of Philadelphia

JANUARY

JAN 15

SAVE THE DATE for a Webinar

JAN 28

SAVE THE DATE for a Webinar

JAN 30

**SAVE THE DATE for the
ANNUAL SKI & CLE**

FEBRUARY

FEB 14

**SAVE THE DATE TO
VOLUNTEER for Philly VIP's
Non-profit Legal Clinic**



Be on the
lookout for calendar
updates!



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The Graham Company

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Jackie Meredith-Batchelor
Sr. Associate General Counsel
National Railroad Passenger
Corp.

First Vice President

Michael Eckhardt
Vice President, Chief Risk
Officer, General Counsel &
Secretary
Wawa, Inc.

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Daniel Slawe
Senior Corporate Counsel
SAP America, Inc.

Secretary

Jennifer McGlenn
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Power Home Remodeling

Joseph Nullmeyer

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Mitchell Martin Inc.

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SAP America, Inc.

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Dillon Gage Metals

Austin So

SVP, CLO & Secretary
Stonemor

Caroline Henrich

Vice President, General Counsel
& Secretary
Henkels & McCoy Group, Inc.

Cheryl Maddox

General Counsel
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Csongor Pinter

Corporate Legal Counsel
The Chemours Company FC,
LLC

D. Deone Powell

Chief Legal Officer
Philadelphia FIGHT Community
Health Centers

Frank Borchert

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Secretary
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Associate Counsel
Vanguard

Lorraine Koc

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Pamella Raison

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Pia Biswas

Senior Legal Counsel
SAP America, Inc.

Sadeq Khan

Chief Compliance Officer &
Deputy General Counsel
Vertical Screen, Inc.

Scott Schwartz

General Counsel
Dansko, LLC

Shahrzad Kojouri

VP Legal and Compliance
Matic Insurance Services, Inc.

Stephanie Win Hu

Counsel
Comcast Corporation

Chapter Administrator

Christine Stewart
Chapter Administrator
ACC Greater Philadelphia
(215) 295-0729
chrisstewart@accglobal.com

Chapter Assistant

Joanne Ray
Chapter Assistant
ACC Greater Philadelphia