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# FOCUS

### President's Message

### **Bruce Martino**



Dear Northeast Ohio Chapter Members:

I am honored to assume the position of Chapter President, and thank my predecessor, Jeffrey Lauderdale, for the wonderful job he did in this role. I look forward to working with our 2020 Board as we deliver another year of excellent educational, social,

pro bono and outreach programs for our members.

On behalf of the ACC NEO Board of Directors, thank you to our members, friends and sponsors for another wonderful year.

It is through your engagement and partnership that our Chapter received a Silver 2019 Chapter of Distinction Award from ACC, which was announced at the Annual Meeting in October. We're proud of our accomplishments but realize that there's still room for improvement, as there's a Gold level of the award for our Chapter to strive for in the coming year.

Recently the Board met to work on the year's programming and events. If there is a topic you would like to see in an upcoming CLE, or if you have a program idea you'd like to share, I encourage you to reach out to any of the Board Members listed on the back of this newsletter, or our Executive Director, Betsy Keck.

I look forward to a fantastic 2020, and I am grateful for the engagement of our members and sponsors that make our success possible!

Regards, Bruce

### **Recognitions**

We'd like to thank our 2019 sponsors for supporting our chapter's educational and social programming:

Signature Plus
Frantz Ward
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Vorys, Sater, Seymour and Pease

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### **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 dayto-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 ID 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

### Dazed and Confused: Medical Marijuana in Ohio's Workplaces

By Mike Griffaton

While marijuana use and possession continues to be illegal under federal law, Ohio is one of 33 states that have legalized it for medical purposes and 11 states and the District of Columbia have legalized recreational marijuana. Forty thousand registered patients have purchased medical marijuana from Ohio's now-operational dispensaries. This means Ohio employers will now face job applicants and employees who legally use medical marijuana.

Under Ohio law, employers are not required to permit or accommodate an employee's use, possession, or distribution of medical marijuana in or out of the workplace. Employers can refuse to hire, discharge, and discipline an individual because that individual uses medical marijuana. And employers can prohibit employees from working while impaired. Even so, employers should keep in mind the following to minimize workplace risks, whether from impaired employees, terminated users, or rejected applicants who happen to be registered patients.

## Only qualified users can use medical marijuana

For marijuana use to be legal, the individual must be a qualified user. Essentially, this means he or she has one or more qualifying conditions (e.g., about 23,000 of the 40,0000 patients claim to have "severe or intractable pain"); is registered with the state; and had a treating physician "recommend" medical marijuana (federal law prohibits physicians from "prescribing" medical marijuana).

Medical marijuana can be used in tinctures, oils, edibles, plant material, patches, and vaping; Ohio law prohibits smoking medical marijuana.

### Determine how you want to treat medical marijuana use by applicants and employees

Ohio law permits employers to maintain a drug-free workplace and to test for drugs, including medical marijuana. At the same time, employers may choose to accommodate on- and/or off-duty medical marijuana use as they would with any other medication.

Employers may choose not to drug test applicants and/or employees (or test only those in safety-sensitive positions) or ignore positive test results for marijuana. So employers should consider whether they can or should make exceptions to their substance abuse policies for medical marijuana users, and they should be clear about drug-testing requirements. Even if medical marijuana use is accommodated, employers can (and should) prohibit employees from working while impaired or under the influence, regardless of a substance's legal or quasi-legal status. Employers should remind employees that they cannot come to work impaired by any substance, even medical marijuana.

# Update your employment policies, including job descriptions

Employers should ensure that their substance abuse policy directly addresses how they intend to treat medical marijuana. This is necessary if an employer intends to challenge an application for unemployment compensation benefits by an employee terminated for medical marijuana use.

Employers also should update their job descriptions to ensure they accurately describe a job's essential functions, which is especially important for determining whether a position is safety-sensitive and whether a medical marijuana user could potentially be accommodated.

# Train your managers to identify signs of impairment

A positive drug test will not show whether a person was impaired by medical marijuana. Therefore, managers should be trained to identify signs of marijuana impairment, monitoring and documenting employee performance, being alert to performance issues, and enforcing the substance abuse policy. Evidence of

workplace
impairment may
include
involvement in a
workplace
incident
that appears
to reflect
negligence or



carelessness, decreased coordination or dexterity, slowed or slurred speech, glassy or blood shot eyes, and/or a detectable odor of marijuana.

### Take note of emerging issues with CBD products

CBD products containing less than 0.3% THC are legal under Ohio and federal law. However, it is possible for a high enough quantity of CBD to result in impairment and/or a positive drug test. Because of limited regulation of CBD products, products claiming to be THC-free may have been misbranded while hemp-based CBD products can contain traces of THC. A drug test cannot determine whether the THC came from hemp or from marijuana.

### Be aware of lurking discrimination issues

State law or a court ruling may require that medical marijuana users be accommodated or that the employer engage in an interactive dialog to determine whether an accommodation is possible. For example, in *Barbuto v. Advantage Sales and Marketing*, the Massachusetts Supreme Judicial Court held that, "the fact that the employee's possession of medical marijuana is a violation of federal law does not make it per se unreasonable as an accommodation." The Court concluded that the state's civil rights law required the employer to engage in an interactive process to determine whether

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the medical marijuana use could be accommodated.

While Ohio employers are not required to accommodate medical marijuana use, the individual may have an underlying disability that may need to be accommodated. Like any other employment decision, it is important to treat similarly situated individuals the same. This means, for example, that an employer faces potential liability if it accommodates white or male medical marijuana users, but not minority or female users.

## Keep up to date on this changing area of the law

Marijuana laws are complicated, sometimes contradictory, and changing all the time – and they affect everything from an employer's application procedures to its drug testing policy to workplace conduct rules to disability accommodation.

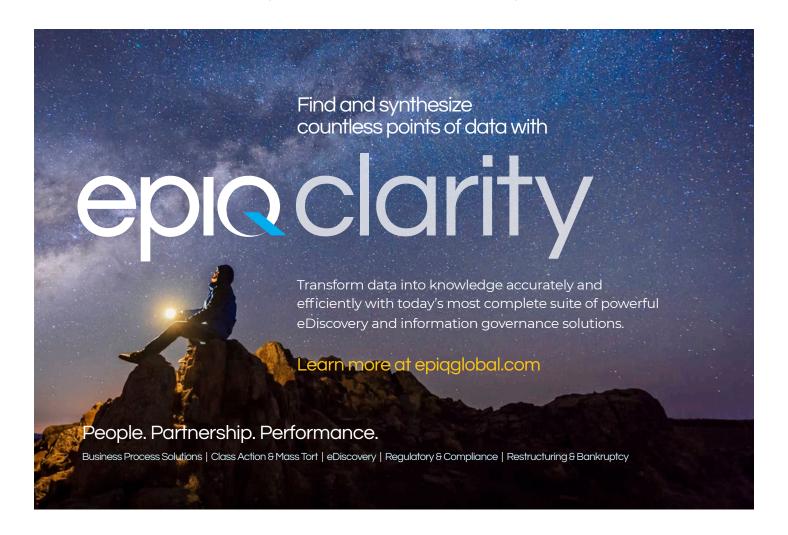
Unfortunately, there is no one-size-fitsall policy for multi-state employers. Oklahoma and New York restrict drug testing for marijuana; Rhode Island prohibits discrimination based on medical marijuana user status; Nevada requires an employer to make reasonable accommodations for a medical marijuana user; Connecticut and Minnesota prohibit terminating a medical marijuana user unless he or she used or was under the influence of marijuana at work; Illinois protects off-duty medical and recreational marijuana use.

This means employers must stay informed of these changes in every state in which they operate and ensure that their handbooks, policies, and procedures comply with varying state laws. Even if your business is currently only employing people in one state, you still need to keep an eye on what's happening in other

states. The trend toward legalization is growing, and developments in one state have a way of inspiring similar legislation and court challenges in other states.

#### **Author:**

Mike Griffaton is an attorney at Vorys, Sater, Seymour and Pease LLP, a nationally recognized firm of approximately 375 attorneys with offices throughout Ohio and in Washington, D.C., Houston, Texas and Pittsburgh, Pennsylvania. Mike is a member of the labor and employment and government relations practice groups. He may be reached at mcgriffaton@vorys.com.



# California's New Privacy Law: Why Ohio In-House Attorneys Should Take Notice

By Robert Fowler

The California Consumer Privacy Act of 2018 (CCPA) removes the bar on discovery by granting California residents unprecedented access to their data held by companies. Much like the GDPR, the law reaches outside California's law-making jurisdiction to affect a great number of organizations throughout the country and within Ohio, who hold the data of California residents ranging from consumers to an organization's own employees.

Unlike the GDPR, which specifically applies to information that directly or indirectly *identifies* the consumer, CCPA applies to any data that can be directly or indirectly *associated with* a consumer or household, a much broader definition of personal information.

Consequences for non-compliance are extreme – legally, financially, and reputationally.

# Which companies are required to comply with the CCPA?

- For profit organizations who process the data of California consumers AND at least one of the following:
  - Annual Gross Revenues > \$25M
  - Obtain personal info of >50K
     California consumers, households, or devices
  - Derive over half of revenue from selling CA residents' info

# How and when should companies begin compliance efforts?

If your organization meets the CCPA criteria, the time to begin compliance efforts is now. Enforcement for the CCPA is set to begin as early as July 1, 2020. However, there is a look-back period of one year – meaning a consumer can submit a data access request for their data held up to one year prior to the implementation date.

Here are four requirements in-house legal departments in Ohio face for effective compliance of the CCPA...



Image courtesy of Couleur on pixabay.com

## I. Develop or Update Your Data Inventory

Businesses must be prepared to respond quickly and compliantly to data access requests. It will be impossible to comply with CCPA without an accurate and up-to-date inventory of all personal data collected, stored, processed and shared – internally or with third parties. With a comprehensive, accurate and up-to-date data inventory, companies can clearly demonstrate serious compliance efforts and respond to data access requests effectively and compliantly within the required timeframes.

# 2. Create a Process for Responding to Data Requests

The CCPA gives consumers the right to request a business to disclose what personal data it has collected and potentially delete, anonymize or otherwise remediate that information. Effectively responding to Data Subject Access Requests can be challenging due to ever growing amounts of sources of data, the sheer volume of requests and the short amount time you must respond by (45 days). It will become imperative that companies have a strategy which allows them to fulfill these requests in an efficient and cost-effective manner.

### 3. Dispose of Unnecessary Data

Under the CCPA, companies must ensure that personal data is disposed of as soon

as all business, legal and regulatory obligations for retention have been met. Out-of-date retention standards, lax enforcement, and inconsistent practices will prove costly. A systematically enforced data retention and deletion program protects the consumer and is critical to regulatory compliance and litigation readiness.

# 4. Identify Third Parties Processing Personal Data

The CCPA also limits the ability of a business to disclose, sell or share personal information to third parties without providing notice and an opt-out opportunity to the consumer. Effective compliance requires companies to identify service providers and third parties and have a detailed understanding of the specific types of personal data shared, processed, or managed by each vendor.

#### **Author:**

Robert Fowler is the Director of Strategic Partnerships at Jordan Lawrence, the leader in helping companies manage their information compliantly and defensibly – in compliance with data privacy and cybersecurity regulations like the GDPR, NYDFS, CCPA and others. He is a Certified Information Privacy Professional, (CIPP/US) and has an MBA from Webster University. Robert can be reached at robert. fowler@exterro.com.

# Trust Fund Taxes: "Borrowing" from the Government? Or "Theft" of Government Funds?

By Shelby L. Ranier and Terry W. Vincent

When a lien came due on one of its facilities, XYZ Company found itself short of funds. The executive team decided to dip into its taxes trust fund. After all, that money wasn't due for payment for another six months: they had plenty of time to recoup the funds in time to pay the government, right?

In theory, yes. Trust fund taxes are taxes collected and paid by a third party — for example, money withheld from employees by employers to pay state and federal employment taxes or sales taxes collected by retailers.

Employers and retailers, in these instances, are acting as trustees. When a company fails to remit those taxes, not only is the company at risk for penalties, the person (or persons) at the company responsible for making the payments is subject to personal liability because the trustee concept creates liability beyond a partnership or other business arrangement.

# Why might a business fail to remit taxes it has already collected?

A business will usually fail to remit trust fund taxes because they've spent the money on another debt. It withholds the necessary tax amounts but 'borrows' from those withholdings to pay, say, outstanding vendor invoices or other operational expenses, and it snowballs from there.

Failure to remit taxes can happen because a business lacks internal controls, but sometimes it's a result of simple, and often innocent, disorganization.

### What are the consequences for failure to remit taxes?

Identifying businesses that have neglected to pay taxes has become much easier, largely because of technology, so state and federal governments can quickly identify who hasn't paid. If the business is evasive, an investigation will be launched to see if the failure is criminal.

Depending on the amounts and the reasons for nonpayment, there could be criminal penalties and even jail time for the offender — any person directly responsible for making the tax payment. There is a test to determine who that person would be. Typically, if the company representative is authorized to pay — is someone approved to sign checks on behalf of a business — that person could be held personally liable when there's not remittance.

State penalties for nonpayment differ from federal penalties. Failure to pay federal taxes could result in up to five years in prison. However, federal criminal penalties are typically imposed when something else is done in addition to not paying the taxes — falsifying a statement, for example.

States are quicker to pull the trigger, and their penalties are as high as six months in jail and restitution. Some states are more inclined to pursue these crimes than others.

However, the tax-paying company can enter into a payment plan to pay off unpaid taxes. Some states have voluntary disclosure programs that can garner the offending company either reduced penalties and interest or give a shorter look-

back period. But if the state sends the company a notice regarding failure to pay, then the company can no longer participate in voluntary disclosure programs.

# Who should a business owner turn to if they are challenged by the government for failing to properly remit taxes it has collected?

It's best to consult with an attorney who has experience dealing with tax authorities. While an accountant or financial adviser can start with a review of the books and records to find where the missteps occurred and how much tax should have been reported, there is no such thing as accountant-client privilege, in the criminal context. That's why it's best to engage a lawyer first and ask the lawyer to hire the accountant. Called a Kovel arrangement, this extends the attorney-client privilege to cover the relationship with the accountant, who, in this relationship, works for the attorney.

States, on the whole, are getting more aggressive in their pursuit of these taxes — Ohio among them. Pursuit of these failures to remit due taxes is expected to increase as much as 10-fold, a trend that's already starting to show.

Businesses that are struggling may see trust fund taxes as a quick fix to catch up in other areas. But it tends to snowball quickly, get out of hand, and lead to often devastating consequences.

This article is based on one that originally published in the October 2019 issue of Smart Business Magazine.

#### **Authors:**

Terry W.Vincent is a Partner and Chair of the Tax Practice Group at Brouse McDowell. He can be reached at tvincent@brouse.com or (216) 830-6847. Shelby L. Ranier is an Attorney with Corporate & Securities and Tax - Business & Corporate Practice Groups at Brouse McDowell. She can be reached at sranier@brouse.com or (330) 434-7388.



Image courtesy of www\_slon\_pics on pixabay.com

### All in the Family: Like Father, Like Son

David G. Slezak, EVP, Chief Legal Officer and Corporate Secretary Affordable Care, LLC Don Slezak, Associate, Lewis Brisbois Bisgaard & Smith, LLP

David Slezak is a long-time member of ACC NEO and has been on the chapter's Board of Directors since 2001. He's currently the Executive Vice President – Chief Legal Officer and Corporate Secretary for Affordable Care, LLC, America's largest dental support organization focused on tooth replacement services.

An economics and business management major at Baldwin Wallace University, law school didn't register on David's horizon until his senior year of college. "My Business Law professor suggested that I consider the law as a career option," he explains. "But truly my decision to attend law school was actually made when I applied at the last minute for the last LSAT exam for the upcoming school year." David made the deadline and started at Case Western Reserve University's Law School the following fall.

After three law school internships and a couple of years working full-time for law firms in Cleveland and Palm Beach, FL, David decided that he wanted to be more involved in the business-side of things. He started looking for an in-house position. "I did it before doing so was 'cool," he adds.

He joined the Oglebay Norton Company as Counsel, eventually being promoted to Secretary and Director of Legal Affairs.

After that, he moved into the Chief Legal Officer position with a financial institution and then the same role with a healthcare company before taking on his current role with Affordable Care, LLC. David is also intimately involved in lobbying activities on behalf of his industry's trade association and has effected positive changes to legislation and rules in several states.

### The Slezak apple didn't fall far from the tree

According to family legend, when Don Slezak was a baby, he had a bib with "Future Lawyer" written on it. As a kid, he often tagged along with his Dad to work-related events. "I got to hear and

see first-hand what being a lawyer was all about," he says. "Eventually I realized that it fit my personality very well."

But despite the writing on the wall (er, bib) Don majored in microbiology in college with the intent of going to medical or dental school after graduation. But in his fourth year, he realized he wasn't passionate about the clinical side of healthcare. No problem: Don switched his major to economics at The Ohio State University and reoriented his plans towards law school. "It was a great decision," he says.

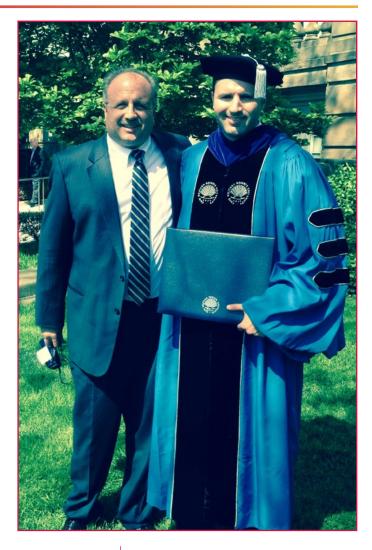
David agrees. "Don always had a knack for thinking like a lawyer and showed an interest in the

profession early on, so to me it seemed like a natural next step for him."

Don went to the same law school as his Dad and even had the same professor for his first-year Contracts course (just 29 years apart!). Furthermore, in Don's casebook for the class, there was a case that his Dad worked on as a young lawyer. You can't make this stuff up!

During law school, Don had a broad internship experience working for the EEOC and a law firm.

Upon graduating law school in 2014, Don took a position with a local mid-size law firm. About a year in, he was presented



with—and took—an in-house position with a company based in Hudson, Ohio. But eventually he realized that litigation was his true calling, so he returned to firmside and never looked back.

"Having both the in-house and firm experience make me both a better lawyer and more responsive to the unique issues faced by in-house counsel," he explains.

Don is also an active participant in the State Attorneys General Association. He says, "The opportunity to meet and get to know the top law enforcement officials of various states and attend key policy-making presentations provides insights that are invaluable in my practice of law."



# Does the tax code have you tied into knots?

Brouse McDowell tax attorneys understand the complex, changing, and confusing tax code so you don't have to. We counsel at every level, civil or criminal, when a tax authority has you in their cross hairs. Brouse McDowell works proactively to create individual tax plans for each unique situation. From complicated business transactions to estate and gift matters, we work to lower your tax liabilities to achieve your short- and long-term financial goals.



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### Welcome New (and Recently Renewed) Members!

Lina Abbaoui
Ilah Adkins
Kelley Barnett
Joseph Boatwright
Philip Carino

**Adam Cornett** 

Robert Eckenrod
Amy Gilchrist
Sindi Harrison
Leslie Hines
John Alan Jones
Medha Kapil

Karri King
Lori Kosakowski
Rafael Lopes
Chris Mason
Sheila Noonan Mitchell
Andrew Moody

Julie Perkins
Kim Raines
Renuka Raman
Beth Spain
Daniel Spirko
Brian Troyer

### **NEO CHAPTER NEWS**

### We ♥ CLEs + ROUNDTABLES

# Blockchain: Challenge and Opportunity in Disruptive Innovation

On September 12, BakerHostetler hosted a 1.5 CLE, *Blockchain:* Challenge and Opportunity in Disruptive Innovation at its downtown Cleveland office.

The program focused on what in-house counsel need to know to anticipate their company's needs with regards to blockchain technology. Key topics that were discussed included: legal issues presented by the adoption of blockchain-enabled use cases; an overview of blockchain-related laws and regulatory activity; and privacy and cybersecurity concerns.

# Maturing Market for R&W Insurance: Transaction & Claims Experience Innovation

On October 3, Thompson Hine, and Stout co-presented a 1.5 CLE, *Maturing Market for R&W Insurance: Transaction & Claims Experience Innovation*. A lively panel of lawyers and experts provided an in-depth analysis of recent trends in the use of representations and warranties insurance in M&A transactions. The presenters also shared their unique perspectives on negotiating deals using reps and warranties insurance, and best practices in managing the claims process.



### **Global Community Service Month**

September was ACC's Global Community Service Month, so on Wednesday, September 25, ACC NEO and Jackson Lewis teamed up and volunteered for a couple hours at the Greater Cleveland Food Bank

The Greater Cleveland Food Bank is the largest hunger relief organization in Northeast Ohio having provided more than 57 million meals in 2018 to hungry people in Cuyahoga, Ashtabula, Geauga, Lake, Ashland and Richland counties.



### PRO BONO/OUTREACH

### ACC NEO partners with the Legal Aid Society for a Brief Advice + Referral Clinic (BARC)

In October, ACC NEO members spent a Saturday morning volunteering at the Legal Aid Society's Brief Advice and Referral Clinic at the Fleet Branch of the Cleveland Public Library, where they provided free legal advice to low-income individuals.

# ACC NEO Board members present their in-house perspective to Case and Akron U law students

In late October, ACC NEO Board Members Kelly A. Albin, Jason Hollander, Jennifer Miller, Ray Stefanski and K. Vesna Mijic-Barisic served as panelists for ACC NEO's program, "An Inside Look at In-House Life" at Case Western University's School of Law.

A couple weeks later, ACC NEO Board Members Dena Kobasic, Bruce Martino, Joe Muha and K. Vesna Mijic-Barisic presented the same program to students at the University of Akron's School of Law.

The panelists each talked about their career trajectories after law school, what they work on regularly in their respective roles, and the differences between working in a corporate setting vs. a law firm.





### 2019 New Member Recruitment Campaign

ACC held its annual Member-Get-A-Member program from July to the end of September. During the campaign, current members and each new member they recruited were eligible to win exciting prizes, including \$100 gift cards and free ACC research reports. At the Chapter level, each member and new recruit received a \$25 Amazon gift card and a chance to win one free 2019 Annual Meeting registration!

We appreciate the recruiting efforts of our members and welcome their colleagues to our Chapter: Kasey Ingram successfully introduced his ISK Americas colleague, Lina Abbaoui. Lina was also the lucky winner of the 2019 Annual Meeting registration. Jennifer Miller introduced her Hyland Group colleague, Brent Beard, and Lauren May recruited her Redwood Living coworker, Sara Verespej.



Kasey Ingram (left) and Lina Abbaoui.

### **Annual Fall Social**

Sponsored by **Vorys Sater Seymour and Pease**, ACC NEO's Annual Fall Social was held on Wednesday, September 18 at the Cleveland Museum of Natural History in University Circle.

Thank you again to our wonderful hosts, Vorys!



### **Board Members and Contacts**

### **President**

**Bruce Martino** 

#### **Vice President/President-Elect**

Ray Stefanski

#### **S**ecretary

K. Vesna Mijic-Barisic

### **Treasurer**

Kelly A. Albin

### **Board of Directors**

Donald W. Herbe

Jason Hollander

D. Russell Hood

**Todd Jackson** 

Dena M. Kobasic

Jennifer Miller

Joe Muha

David G. Slezak

Dale Smith

Ellen R. Stein

David M. Stringer

### **Executive Director**

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