Message from the Chair

Patrick T. Clendenen
Chair, Business and Corporate Litigation Committee

Fellow Members of the Business and Corporate Litigation Committee – Please register for our Committee's upcoming Fall Meeting (Washington, D.C. November 22-23). We'll have our Committee Dinner, co-sponsored by the Judges' Initiative, on Thursday, November 21st at Marcel's @ 7 p.m. To register, click here for online registration. On Friday, we'll enjoy an early administrative meeting at 7:45 a.m. and then a great line-up of programs throughout the day, including the ever-popular "Bankruptcy for Breakfast" and the standing-room-only U.S. Supreme Court look back and look ahead. We've added what should be an informative program of broad appeal: The Role of Financial Experts in Business Litigation. Some of our subcommittees and task forces will also be meeting. In particular, our newest subcommittee, the Business Divorce Subcommittee, will have its organizational meeting (and will be welcoming anyone with an interest in the subject area).

The Fall Meeting is always a great opportunity to connect or re-connect with fellow members of our Committee in a convenient setting. It also is a great opportunity to gather with members of the other committees of the Business Law Section and to speak with Section Officers, including our very own Bill Johnston, and other members of the Section's Council.

Please also be sure to "save the date" for the 2014 Spring Meeting, which will be in Los Angeles (April 10-12) at LA Live. Our Committee Dinner, co-sponsored again by the Judges' Initiative, and the Women's Business and Commercial Advocate Reception will be held together at the Grammy Museum. Program planning and submissions are well underway. And, as always, we will have a full array of subcommittee and task force meetings (with telephone participation available for those who won't be able to attend in-person).

Our Committee prides itself on providing early, meaningful opportunities to its members for writing, speaking, networking, leadership, and fellowship. Each of you is our best means of attracting, retaining, and promoting BCLC members. Please take a moment to reach out to colleagues - practicing attorneys, members of the judiciary, law school professors, and law students - and invite them to join the Business and Corporate Litigation Committee. If your colleagues are already members, please encourage their active participation in our BCLC Subcommittees. For this Fall meeting, please also consider being a Mentor to a new member and "pay it forward."

Finally, with this issue of the Network newsletter, I thank BCLC members Gary Zhao and Alyn Beauregard for all that they do to encourage topical and timely submissions and to offer helpful editing.

As always, please let me know if you have questions, and I hope to see you in Washington!

Feature Articles

The Resurrection of the Implied Covenant of Good Faith and Fair Dealing in the
Alternative Entity Context?

By Jason C. Jowers, Chair of the Partnerships and Alternative Entities Subcommittee and a Partner at Morris James LLP in Wilmington, DE

Although either a limited liability company agreement or a limited partnership agreement may eliminate or modify default fiduciary duties under Delaware law, neither may eliminate the implied contractual covenant of good faith and fair dealing. See 6 Del. C. § 18-1101; 6 Del. C. § 17-1101. Generally speaking, the implied covenant inheres in every contract, and prohibits parties from engaging in arbitrary or unreasonable conduct that would deny the other the benefits of the bargain. See, e.g., Winshall v. Viacom Int'l, Inc., 55 A.3d 629, 636 (Del. Ch. 2011). Despite this general language barring arbitrary and unreasonable conduct, Delaware courts typically "will only infer contractual terms to handle developments or contractual gaps that the asserting party pleads neither party anticipated," and will imply only terms the parties themselves would have contracted for had they anticipated the unforeseen developments. Gerber v. Enter. Prod. Holdings, LLC, 67 A.3d 400, 421 (Del. 2013) overruled in part on other grounds by Winshall v. Viacom Int'l, Inc. - A.3d - 2013 WL 5526290 (Del. Oct. 7, 2013).

Accordingly, though unwaivable, given its narrow scope, does the implied contractual covenant restrict a manager's or general partner's discretion in practice? Even if the implied covenant imposes some limitations on managerial discretion, is it possible to draft the LLC agreement or LP agreement to limit the manager's or general partner's exposure under such claims? Although the answers to these questions are far from easy, recent Delaware case law suggests that the implied covenant may serve to subject discretionary acts to judicial review if: 1) the discretionary act is taken unreasonably and 2) the contract in question did not provide an express provision governing the appropriate exercise of the discretionary act.

**Nemec v. Shrader Casts Doubt on the Utility of Implied Covenant to Police Discretionary Acts**

In Nemec v. Shrader, 991 A.2d 1120 (Del. 2010), in a rare 3 to 2 decision, the Delaware Supreme Court seemed to severely limit the reach of an implied covenant claim, and called into doubt earlier implied covenant decisions that required discretionary actions to be taken in good faith. There, former officers of Booz Allen, a Delaware corporation, brought claims against the corporation for breach of the implied covenant of good faith and fair dealing. The company compensated the former officers, in part, through annual grants of stock rights that were convertible into common shares. Under the stock plan, each retired officer had a "put" right for the first two years after retirement to sell his or her shares back to the company at book value. After the first two years, the company had a right to repurchase the shares at book value. In 2008, Booz Allen sold its government service business to the Carlyle Group for $2.54 billion. Prior to the transaction, the directors caused Booz Allen to repurchase the stock of the two former officers at book value. Had the officers been allowed to hold the shares through the time of the transaction with the Carlyle Group, they would have received $60 million dollars more for their stock.

The plaintiffs filed an action claiming that the timing of the repurchase shortly before the transaction with the Carlyle Group breached the implied covenant. The Nemec court initially stated that "[t]he implied covenant of good faith and fair dealing involves a 'cautious enterprise,' inferring contractual terms to handle developments or contractual gaps that the asserting party pleads neither party anticipated." Id. at 1125. The plaintiffs in Nemec argued that no one at the time of the negotiation of the stock plan anticipated that part of the company would be sold. Rejecting this argument and clarifying the standard, the Delaware Supreme Court found that "[t]he implied covenant only applies to developments that could not be anticipated, not developments that the parties simply failed to consider . . . ." Id. at 1126 (emphasis added). Moreover, the court found that "[a] party does not act in bad faith by relying on contract provisions for which that party bargained..."
where doing so simply limits advantages to another party.” Id. at 1128. Under this standard, the court found that Booz Allen had not breached the implied covenant by exercising the company's bargained for right to repurchase the former officers' shares.

The agreement at issue in Nemec permitted rather than required the company to repurchase the former officer's shares. Accordingly, when the company authorized the repurchase of shares, the Booz Allen directors were arguably exercising the company's discretion under the contract to decide if and when to repurchase the former executive's shares. Consequently, the dissenting justices in Nemec argued that the line of Delaware cases finding that discretion must be exercised in good faith should prevent the plaintiffs' claims from being dismissed. Rejecting this argument, the majority found that the discretion line of cases did not apply in Nemec because Booz Allen had a specific right to take the action it did, i.e., to repurchase the shares, and thus exercised no discretion. Disagreeing with that narrow understanding of "discretion," the dissenting justices explained: "The Company's decision whether or not to redeem was discretionary, in the sense that Booz Allen, as the right holder was not obligated to redeem the shares at the time it chose to do that. Exercising a contractual right under circumstances detrimental to the counterparty and where the right holder has nothing to gain, is arguably not in good faith, unless the contract expressly allows the exercise for any (or even no) reason." Id. at 1132 n.44.

**The Delaware Supreme Court's Gerber Decision Upholds Implied Covenant Claim**

Although Nemec appeared to offer little restraint of the exercise of contractual discretion, just three years later, in Gerber v. Enter. Prod. Holdings, LLC, 67 A.3d 400 (Del. 2013), a unanimous Delaware Supreme Court reversed the Court of Chancery and found a plaintiff had stated a claim for breach of the implied covenant based on discretionary actions. There, the plaintiff, a holder of limited partnership units of Enterprise GP Holdings, L.P. ("EPE"), a Delaware limited partnership, filed a class action in the Court of Chancery on behalf of former unitholders against EPE's general partner, and others, relating in part to the 2009 transaction, in which EPE sold Texas Eastern Products Pipeline Company, LLC ("Teppco GP") ("2009 Sale"). On the same day as the 2009 Sale, EPE also sold Teppco Partners, LP ("Teppco LP Sale").

The LP agreement in Gerber modified default fiduciary duties by creating what the Delaware Supreme Court referred to as a contractual fiduciary duty, which provided:

> Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, . . . then unless another express standard is provided for in this Agreement, the General Partner, or such Affiliates causing it to do so, shall make such determination or take or decline to take such other action in good faith, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. In order for a determination or other action to be in "good faith" for purposes of this Agreement, the Person or Persons making such determination or taking or declining to take such other action must believe that the determination or other action is in the best interests of the Partnership.

Id. at 409. Section 7.9(a) of the LP Agreement, in turn, created "safe harbors" for conflict of interest transactions, which if met satisfied the general partner and its affiliates' obligations under the contractual duty of "good faith" quoted above. One of the safe harbors was "Special Approval" of the conflicted transaction, which was defined as the board's audit, conflict, and governance committee. Section 7.10(b) of LP agreement further limited judicial review of the general partner's action by providing that the general
partner was "conclusively presumed" to have acted in good faith where the general partner relied on experts or investment bankers in taking the challenged action.

As to the 2009 transaction, the plaintiff's complaint alleged that the general partner exercised, in bad faith, its discretion to use the Special Approval process and reliance on an expert opinion to meet the contractual duty of good faith under the terms of the agreement, and thus breach the implied covenant of good faith and fair dealing. Specifically, although the special committee carrying out the Special Approval process relied on an opinion by Morgan Stanley as to the fairness of both the 2009 Sale and the Teppco LP sale combined, Morgan Stanley's opinion "did not address whether holders of EPE's LP units received fair consideration for their Teppco GP interest." *Id.* at 421-422. Relying on the interplay between Sections 7.9(a) and 7.10(b) of the agreement, the Court of Chancery found that the conclusive presumption of "good faith" for purposes of the agreement barred a claim for breach of the implied covenant of good faith and fair dealing.

Rejecting the Court of Chancery's underlying premise, the Delaware Supreme Court stated:

> The flaw in the court's reasoning stems from a decision by the LPA's drafters to define a contractual fiduciary duty in terms of "good faith"-a term that is also and separately a component of the "implied covenant of good faith and fair dealing." Although that term is common, the LPA's contractual fiduciary duty describes a concept of "good faith" very different from the good faith concept addressed by the implied covenant.

*Id.* at 418. The Court focused on a temporal distinction between the two duties. "The implied covenant seeks to enforce the parties' contractual bargain by implying only those terms that the parties would have agreed to during their original negotiations if they had thought to address them." *Id.* at 418 (quoting *ASB Allegiance Real Estate Fund v. Scion Breckenridge Managing Member, LLC*, 50 A.3d 434, 440-42 (Del. Ch. 2012), *aff'd in part, rev'd in part on other grounds*, 68 A.3d 665 (Del. 2013)). In other words, the implied covenant looks to the past. By contrast, "[u]nder a fiduciary duty or tort analysis, a court examines the parties as situated at the time of the wrong. The court determines whether the defendant owed the plaintiff a duty, considers the defendant's obligations (if any) in light of that duty, and then evaluates whether the duty was breached." *Id.* Consequently, as the Delaware Supreme Court explained, the general partner's attempt to take advantage of Section 7.10(b)'s conclusive presumption of good faith protection "may itself be subject to a claim that it was arbitrary and unreasonable and in violation of the implied covenant." *Id.* at 420.

Reversing the Court of Chancery and finding that the implied covenant of good faith and fair dealing barred the use of an inadequate fairness opinion to meet the contractual fiduciary duty of good faith, Delaware Supreme Court held:

> When Gerber purchased EPE LP units, he agreed to be bound by the LPA's provisions, which conclusively deemed Enterprise Products GP's contractual fiduciary duty to be satisfied, if Enterprise Products GP relied upon the opinion of a qualified expert. At the time of contracting, however, Gerber could hardly have anticipated that Enterprise Products GP would rely upon a fairness opinion that did not fulfill its basic function-evaluating the consideration the LP unitholders received for purposes of opining whether the transaction was financially fair. Although Section 7.10(b) does not prescribe specific standards for fairness opinions, we may confidently conclude that, had the parties addressed the issue at the time of contracting, they would have agreed that any fairness opinion must address whether the consideration received for Teppco GP in 2009 was fair; in order to satisfy Section 7.9(b)'s contractual fiduciary duty. Gerber has pled that
Enterprise Products GP engaged in a manifestly unfair transaction, and then relied on an unresponsive fairness opinion, to ensure that its contractual fiduciary duty would be conclusively presumed to have been discharged. That is the type of arbitrary, unreasonable conduct that the implied covenant prohibits.

Id. at 422 (emphasis added). Moreover, the Court went on to find: "Nor could Gerber have anticipated that the ACG Committee would grant Special Approval based on their reliance on such a flawed opinion. Although the ACG Committee had no contractual duty to obtain a fairness opinion, the parties would not have agreed that the ACG Committee could obtain and rely on a fairness opinion so flawed." Id. at 424. Accordingly, the Court reversed and reinstated the claims for breach of the implied covenant of good faith and fair dealing.

Court of Chancery Finds LLC Agreement Effectively Contracted Around Gerber Holding

Gerber could be seen to revitalize the implied covenant, at least in the LLC and LP context, and bar unreasonable discretionary conduct by managers. The Court of Chancery's recent decision in Stewart v. BF Bolthouse Holdco, LLC, 2013 WL 5210220 (Del. Ch. Aug. 30, 2013), however, appears to offer some drafting solutions to a more expansive application of the implied covenant. In Stewart, employees of Bolthouse Farms, Inc. received units in BF Bolthouse Holdco, LLC (the "Company" or "Bolthouse") as part of their compensation pursuant to the Executive Unit Purchase Agreement ("Purchase Agreement"). Under the terms of the Purchase Agreement, upon the employees' termination, whether voluntary or involuntary, the Company could repurchase vested units at their "Fair Market Value." The Purchase Agreement required the Fair Market Value to be determined as of the date of the termination of employment, and "in good faith by the Board in its sole discretion after taking into account all factors determinative of value including, but not limited to, the lack of a readily available market to sell such units, but without regard to minority discounts." Id. at *2 (emphasis added).

On February 3, 2010, Bolthouse's CEO sent an email to plaintiffs valuing each unit at $200 per unit, and stating that if the Company reached a certain EBITDA goal for 2013 that the value of each unit could reach $2,340 per unit. On February 10, 2010, plaintiffs terminated their employment, and shortly thereafter Bolthouse repurchased the plaintiffs' units for $0 per unit without any explanation. In August 2012, Campbell Soup Company acquired Bolthouse for $1.55 billion, which translated to $1,200 per unit.

In Stewart, the plaintiffs alleged, among other things, that the defendants breached the implied covenant by setting the purchase price in bad faith. The Court of Chancery first acknowledged that Gerber required a party exercising a discretionary right to exercise such discretion "reasonably." Id. at *17 (citing Gerber, 67 A.3d at 419). Distinguishing Gerber, the Court of Chancery found that "the parties in this case agreed on a contractual standard to evaluate Defendants' exercise of discretion." Id. at *17. The parties in Stewart agreed that the Fair Market Value must be set pursuant to the express contractual duty of good faith. The Court of Chancery found that the agreement in Gerber failed to define a standard for the discretionary act of invoking the safe harbors, including the use of the Special Approval Process, which in turn created a gap for the implied covenant to fill. Because the agreement at issue in Stewart expressly addressed the standard governing the determination of Fair Market Value, there was no gap to fill. "The implied covenant only attaches to a discretionary right when it has not been superseded by an express term of the agreement. In this case, the parties' express agreement to evaluate Defendants' use of discretion under the standard of good faith supersedes the implied covenant and precludes its application to that discretionary right." Id. at *17.

Conclusion

Both Gerber and Stewart are challenging decisions to digest because of the
interplay between both an express contractual duty of good faith in certain provisions of the agreements at issue, and the implied covenant of good faith and fair dealing. Despite the overlapping terms with different contextual meaning, some conclusions can be drawn from the recent case law. Given Gerber, it is still important for contracting parties to act reasonably when exercising discretion under a contract. If no contractual standard governs the exercise of such discretion, the implied covenant may step in to fill such a gap and prevent unreasonable use of the discretion. With that said, drafters of LLC and LP agreements may assist their clients to later avoid a Gerber-like analysis if the contract at issue defines an express standard to govern the exercise of the discretionary act at issue in such a way that avoids any interpretive gaps. Likewise, litigators later prosecuting or defending against an implied covenant claim must look to the language of the particular LLC or LP agreement at issue, understand the subtle distinctions between Gerber and Stewart, and attempt to glean from the agreement whether the exercise of discretion is controlled by the express terms or is subject to review under the implied covenant.

Subcommittee Reports and Updates

Bankruptcy Litigation Subcommittee

At the annual Fall Meeting of the Business Law Section, the Bankruptcy Litigation Subcommittee will once again host the Bankruptcy for Breakfast program at 8:30 am on Friday, November 22, 2013. This year's program will feature three bankruptcy court judges-Chief Judge Frank Bailey (Bankr. D. Mass.), Judge Elizabeth Stong (E.D.N.Y.) and Judge Philip Brandt (W.D. Wash.).

In addition, the Subcommittee is drafting the Bankruptcy Litigation chapter for the Annual Review. The Subcommittee always welcomes new members and new ideas for additional articles and programs.

Business Divorce Subcommittee

We look forward to holding our inaugural subcommittee meeting on Friday, November 22, 2013, at 2:00-3:00 pm, in connection with the 2013 Business Law Section Fall Meeting in Washington, D.C.

Business Torts Subcommittee

The Business Torts Subcommittee is working on drafting the Business Torts Chapter of the 2014 Developments in Business and Corporate Litigation publication. This year's Chapter will focus on the current state of the economic loss doctrine. The Committee also plans to propose a CLE presentation which would include mock proceedings which address the economic loss doctrine. The Business Torts Subcommittee also is scheduling monthly telephone calls to provide subcommittee updates and an open agenda to field questions/comments pertaining to business tort issues. If you would like to receive notice of such calls, please contact the Business Tort Chairs Kevin Hormuth (kfh@greensfelder.com) or Peter Valori (pvalori@dvlplp.com).

International Litigation Subcommittee

Co-Chairs: Stéphanie Lapierre and Deborah Templer
Vice-Chairs: Angel Yingjun Wang and Dr. Alfredo Rovira

It is our great pleasure to introduce new leadership to the International Litigation Subcommittee of the Business and Corporate Litigation
Committee. At this year's Annual Meeting of the ABA held in San Francisco, Stéphanie Lapierre was elected to serve as Co-Chair along with Deborah Templer, a long-time member of the Subcommittee.

Stéphanie Lapierre is a Canadian lawyer based in Montréal, Canada. She is a Partner with Fasken Martineau, a law firm with offices across Canada and in London, Paris and Johannesburg. She specializes in complex corporate and financial litigation, including securities litigation, shareholder disputes, restructuring and other financial litigation. She is also regularly involved in court proceedings undertaken pursuant to corporate statutes including court sanctioned arrangements, dissidence rights and liquidations.

The Annual Meeting also brought the election of two new Vice Chairs to the Subcommittee: Angel Yingjun Wang and Dr. Alfredo Rovira.

Angel Yingjun Wang is a Chinese attorney based in Beijing, China. She is admitted to both Chinese Bar and New York State Bar. She achieved her J.D. degree in the U.S. She is a partner with LongAn Law Firm, one of the oldest and largest Chinese firms. She practices international litigation and arbitration.

Dr. Alfredo Rovira practices in Buenos Aires, Argentina. He was until recently a Senior Partner at Brons & Salas Abogados. He retired as a partner from the firm and currently maintains an affiliation as of counsel on a nonexclusive basis. From his new boutique firm he is active in the international legal community, focusing his current practice in international arbitration and complex litigation in the areas of contract and shareholders disputes. He also serves as an expert witness providing opinions on Argentine laws in litigation in the U.S. and in other countries. He is the President of the Tax and Legal Affairs Committee of the United States Chamber of Commerce in the Argentine Republic (1988-present) and a Member of the Board of Directors of the American Chamber of Commerce in Argentina (1992-present) as well as a part-time Professor of Business Law (corporate, contract and insolvency) of the School of Laws at the National University of Buenos Aires.

Deborah Templer, a Canadian lawyer practicing in the Toronto office of Gowling Lafleur Henderson, will continue in her leadership role with the Subcommittee. Having served as Vice-Chair for a number of years, she is delighted to now share the role of Chair with Stéphanie.

This is an exciting new chapter for our Subcommittee as our new leadership brings further depth to our international focus. We wish to thank our outgoing Chair, Peter Lukasiewicz, for his six years of tremendous service to our Subcommittee.

Our Subcommittee continues to contribute to the Annual Review of Developments in Business and Corporate Litigation, with preparations underway for our chapter for the 2014 edition.

Finally, we welcome new members to the Subcommittee. We will have a Subcommittee meeting at the BLS Spring Meeting in Los Angeles and we encourage any attorneys with an interest in international litigation to join us. Our Subcommittee will co-sponsor a dynamic program with the Young Lawyers Committee at the Spring Meeting, entitled "moving your career beyond the fifty states-an exploration of the wealth of possibilities of an international legal practice." We look forward to seeing you there.

Partnerships and Alternative Entities Subcommittee

The Partnerships and Alternative Entities Subcommittee continues to focus on recruitment and the development of substantive content relevant to its members. In furtherance of these goals, the subcommittee has committed to contribute one substantive article to each of the Business and Corporate Litigation Committee's newsletters over the next year. Don't miss the first of these articles in this newsletter, which focuses on recent Delaware case law
applying the implied covenant of good faith and fair dealing in the alternative entity context. Additionally, our subcommittee is hard at work on the General Partnerships, Joint Ventures, Limited Partnerships, and Limited Liability Companies chapter of the 2014 Annual Review. As always, if you have colleagues that practice in the area of alternative entity litigation, please do encourage them to get involved with our subcommittee. There will be many opportunities to get involved. Please contact Jason, Steve, or Meghan with any questions.

Pro Bono Subcommittee

The Subcommittee partnered with the Young Lawyer Committee and Pro Bono Committee to organize an exciting pro bono and public service project for the Annual Meeting in San Francisco. A group of seven volunteers went to GLIDE, an organization that provides daily meals to those in need, to prepare lunch on August 9, 2013 (picture from the event attached). Additionally, we supported the San Francisco Food Bank by hosting a virtual food drive and were able to raise $900 for the Food Bank, which translates to $5,400 worth of food that the Food Bank was able to supply with our donations!

We are working on organizing another meaningful and exciting event for the Spring Meeting in Los Angeles and hope to have everyone participate!

Round-up from Related Committees: D & O Committee

The D & O Committee this year published the Model Indemnification Agreement and the 2013 Checklist of issues regarding D & O insurance. We have published our first newsletters to update members of our section on relevant cases, statutes and section activities. This complements the blasts to Section members of breaking developments. Also, we have been monitoring case law on the Fifth Amendment as it relates to executives in a corporate internal investigation and expect to post articles on this subject in the next quarter. We welcome new members.

Securities Litigation Subcommittee

The Securities Litigation Subcommittee is under new management. Jay Dubow has assumed the role as Chair and there are three new Vice Chairs, Zesara Chan, Juan Marcelino and Jim Rollins. In addition to being new to our Subcommittee, Zesara, Juan and Jim have not previously been actively involved with our Committee and we are looking forward to working together to bring fresh ideas to the Committee and Subcommittee. We are actively working on our chapter of the Annual Review of Current Developments and we have a great group of contributors who are providing sections of our chapter based on the Circuits of the United States Courts of Appeals. We also are putting together a program for the spring meeting on M&A Litigation. There will be more to discuss about this in the next edition. Stay tuned.

Trial Practice Subcommittee

Trial Practice Subcommittee will once again be presenting and hosting its Second Annual "Tips from the Trial Bench" luncheon program in Los Angeles. Thank you for helping us promote this program.

Tips from the Trial Bench is an interactive lunch meeting with experienced business court judges from around the country. Attorneys will have an opportunity to meet the judges over an informal lunch to discuss a variety of topics and gain judicial insight on a wide range of issues including the "dos" and "don'ts" of trial advocacy and the keys to successful use of evidence at trial.
Mentor a Law Student at the Fall Meeting

The Section is looking for law student mentors for the Fall Meeting. The Fall Meeting Law Student Mentor Program is designed to give law students an additional resource to contact and network with as they navigate the meeting. Mentors are expected to reach out to law student mentees prior to the meeting, meet with the student at the Fall Meeting and provide practical advice about Section involvement and succeeding as business lawyers. The mentorship is only expected to last through the Fall Meeting and you are not expected to continue to contact your mentee after the meeting (of course, you are welcome to keep in contact with your mentee if you would like to!).

Please feel free to forward this on to your Committee leadership, or anyone else you feel may be interested in this mentoring opportunity.

If you are interested in serving as a Fall Meeting mentor, please contact Lauren Shores (lauren.shores@americanbar.org) by Friday, November 15, 2013.

Committee Leadership

Patrick T. Clendenen, Committee Chair

Heidi McNeil Staudenmaier, Committee Vice-Chair

William D. Johnston, Immediate Past-Chair

Complete Committee Photo Roster...