March 2009

The newsletter of the ABA Forum on the Construction Industry

UNDER CONSTRUCTION

Arizona Supreme Court Upholds Enforceability of Limitation of Liability Clauses

By Jerry C. Bonnett
Bonnett, Fairbourn, Friedman & Balint, P.C.

On November 3, 2008, the Arizona Supreme Court handed down its opinion in 1800 Ocotillo, LLC v. The WLB Group, Inc., CV-08-0057-PR, vacating the Court of Appeals opinion, which can be found at 217 Ariz. 465, 176 P.3d 33 (App. 2008). The Court of Appeals had held that a contract clause limiting the surveyor's liability for negligence to the amount of fees actually paid to him did not contravene Arizona's public policy. But the Court of Appeals also held that such clauses are tantamount to "assumption of risk" defenses under Article 18, Section 5 of the Arizona Constitution. That constitutional provision requires that "the defenses of contributory negligence and assumption of risk shall, in all cases whatsoever, be a question of fact and shall, at all times, be left to the jury." Accordingly, the Court of Appeals reversed the trial court's entry of summary judgment in favor of WLB and ordered the case remanded for trial.

WLB petitioned the Supreme Court to review the constitutional jury trial issue, and Ocotillo cross-petitioned to review the enforceability of the liability limitation. The Supreme Court granted both petitions, and the justices unanimously held in favor of WLB on both issues.

The limitation of liability clause in question appeared on a single page of "Standard Conditions" attached to a professional services contract. Ocotillo's agent had signed not only the contract itself, but also the page of Standard Conditions. The clause stated:

Client agrees that the liability of WLB, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors

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Defending Liberty Pursuing Justice

Report of the Forum Nominating Committee

The Nominating Committee of the ABA Forum on the Construction Industry convened at the Forum's Mid Winter Meeting in Bonita Springs, Florida in January 2009, and selected nominees for Chair-Elect and Governing Committee Members-at-Large. The Nominees are:

For Chair-Elect:

- George J. Meyer, Tampa, FL

For Governing Committee Members-at-Large:

- Terry J. Galganski, Des Moines, IA
- R. Harper Heckman, Greensboro, NC
- Steven B. Lesser, Ft. Lauderdale, FL
- Richard J. Tyler, New Orleans, LA

In accordance with the Forum's by-laws, the nominations will be presented to the Forum membership for a public vote on April 16, 2009, as part of the Forum's Business Meeting which will be held in conjunction with its Annual Conference in New Orleans, Louisiana.

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MESSAGE FROM THE CHAIR ELECT

Adrian L. Bastianelli, III
Chair-Elect

Pursuing Diversity in the Forum

By Adrian L. Bastianelli, III
Peckar & Abramson, PC

Goal III of the ABA's Mission and Goals is to eliminate bias and enhance diversity. The Forum's Strategic Plan includes strategies for improving the Forum experience for minority and women members by: (1) developing workshops unique and appealing to them, (2) focusing on providing them greater accessibility, (3) augmenting opportunities for their participation, (4) enhancing the mentoring experience, (5) cultivating a culture of division integration of minorities and/or women members, and (6) focusing on improved communications.

The Forum has actively worked on increasing diversity. Its Fellowship Committee gives out three three-year fellowships per year to minorities and women. Each fellowship includes a waiver of registration fees for all programs, partial payment for travel and lodging for the annual meeting, payment of ABA and Forum dues, a seat on a Division Steering Committee, and mentoring. The Forum considers race and gender when filling speaking, writing, and leadership positions. It has a Diversity Subcommittee of the Membership Committee dedicated to increasing minority and women membership and participation throughout the Forum. It held a workshop on diversity in the construction industry at the Fall 2008 meeting in Chicago.

Yet, there was almost no racial or gender diversity among the applicants for the Governing Committee and Chair-Elect positions this year. The Governing Committee presently has three women and one minority out of fifteen members. The four new members nominated are all white males. Only four women and one African American have been elected as Chair in the past twenty-nine years, and the next two Chairs will be white males. This lack of diversity in the Forum is mirrored by the lack of diversity in the American College of Construction Lawyers, where there are twenty-one women and minorities out of 168 fellows. Faced with these circumstances, I decided to make diversity in the Forum one of the priorities of my year as Chair.

Why should diversity be important to the Forum? If the Forum does not focus on increasing diversity, the Forum will lose excellent construction lawyers who are not comfortable participating in an organization dominated by white males. Minorities and women will bring different perspectives and experiences to the Forum and thereby educate other Forum members and provide creativity and greater quality to the Forum and its programs and publications. Clients are becoming more diverse. Diversity in the Forum can enhance the responsiveness of the Forum and its members to this increasingly diverse client base. Finally, diversity can help avoid discrimination in the Forum. I am sure there are many other good reasons.

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Pursuing Diversity in the Forum

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Based on statistics published by the ABA several years ago, approximately 30% of the US population was comprised of racial and ethnic minorities, but they made up less than 15% of the lawyers. The Forum likely has far less racial and ethnic diversity than the bar as a whole. The Forum also has not reached the level of gender diversity that it would like to achieve.

This is not to say that the Forum has failed to make advances in diversity over the years. There are many more minority and women members in the Forum – more in the audience and on the podium at programs, and more in the publications – than there were when I first became active in the Forum. Kim Hurtado, a former Governing Committee member, a few years ago provided anecdotal evidence of this change when she noted that she had to stand in line at the women's restroom at a Forum program – when she started in the Forum, the women's restroom was a lonely outpost.

Part of the reason for the lack of diversity in the Forum is that the industry the Forum serves has not been a leader in racial and gender diversity at the management level, which has, for the most part, been the exclusive province of white males. However, this has begun to change. Many construction companies have come to recognize the value and benefits of diversity and instituted programs to promote and achieve it. The DBE/WBE laws have had a lasting impact on the construction landscape. In addition, the construction workforce has changed. As a member of the Board of Directors of the Professional Women in Construction in DC, I called a crusty old white male executive to solicit a sponsorship for the PWC and expected the worst. His response was that it was about time someone did something for the women in construction. He said that he sees women everywhere on the construction site and, amazingly (his term), they are doing a great job. Further, there is a fast-growing Hispanic component of the construction work force. Talented and motivated Hispanics have begun to start their own companies or reach the management level of other companies. While the numbers of minorities and women in engineering and architecture schools still are lower than their proportions of the general population, the engineering and architecture schools are working to change this situation. In summary, the construction industry is changing, which will provide more incentive for the Forum to change.

So what should the Forum do in the area of diversity? I do not pretend to have the answers. It is my intention to make diversity a key initiative in my year as Chair and appoint a task force that will study the issue and make recommendations regarding diversity. The task force will look into the following:

- What is the status of diversity in the construction industry and the Forum?
- What should the Forum's goals be on diversity?
- What is the Forum presently doing to increase diversity?
- What should the Forum do to increase diversity in membership?
- What should the Forum do to increase diversity in leadership?
- Should the Forum include sessions in its programs to address diversity issues?
- What resources are available within the ABA to assist the Forum in its efforts?
- Can the Forum benefit from alliances with minority bar associations?

I spoke to several minority and women construction lawyers to get their thoughts on the subject. Some of the comments were surprising to me. It became evident that a frank discussion of this issue will be an uncomfortable but worthwhile endeavor.

In addition to racial and gender diversity, the task force will be asked to propose measures to increase other types of diversity in the Forum including diversity in clients represented, geographical distribution of members, and size of law firms. My perception is that in the Forum: (1) there are more contractor lawyers than design professional, owner or surety lawyers, (2) there are more lawyers from the east coast than the west coast, (3) there are more lawyers from large law firms than small to medium size firms, and (4) there are very few in-house counsel. Further, the Forum has been unsuccessful in eliciting participation from the public sector. The task force also will be given the job of increasing diversity in these demographical areas.

It is the Forum's goal to serve all parts of the construction law community in a balanced manner. To meet this challenge, we need to have strong participation and input from every corner of the Forum. ♦

Teambuilding in New Orleans

The Annual Meeting will offer a special opportunity to the membership. On Friday, April 17, 2009, after the morning program, the Forum will travel to New Orleans City Park for an afternoon of volunteer service and teambuilding. The 1300 acre park, established in 1891, was severely damaged by Hurricane Katrina and needs your help. Bring your gloves, your work clothes and your love for NOLA.

Kansas' Anti-Indemnity Statute: The Wave Continues

By: Terry J. Galganski, J.D.

In my article addressing Colorado's latest anti-indemnity statute in the Forum's December 2007 *Under Construction*, I opined "Colorado may start the wave" of "a growing trend [by states] to eliminate risk transfer by indemnity and additional insured coverage." The wave has begun! Last year, Kansas enacted a new anti-indemnity statute that follows this trend. But, it has two unique exceptions to these prohibitions.

By enacting Senate Bill 379 in 2008, Kansas repealed and replaced its existing anti-indemnity statute applicable to construction contracts, which had been enacted in 2004. Its indemnity prohibition outlawed indemnity and defense agreements in any construction contract that required one party to indemnify and defend another party for its negligence for bodily injury, property damage or economic damages. This bill added, among other things, an additional insured risk-allocation prohibition to this existing indemnity prohibition, but with each affecting a broader range of agreements. This new statute can be found at the same location as the previous statute: K.S.A. § 16-121 ("New Statute"). The New Statute is effective for all covered agreements executed after January 1, 2009.

Specifically, the New Statute keeps the aforementioned indemnity and defense agreement prohibition, but expands it to include the promisee's intentional acts or omissions, including those of "an agent, employee or independent contractor who is directly responsible to the promisee." But, as mentioned, it *adds* the following comparable prohibition for parties seeking additional insured status:

A provision in [the covered agreements] which requires a party to provide liability coverage to another party, as an additional insured, for such other party's own negligence or intentional acts or omissions is against public policy and is void and unenforceable.

Following these prohibitions, the New Statute provides six exceptions, four of which are not too surprising: insurance contracts, indemnity agreements for strict liability under environmental laws, construction bonds and indemnity provisions in a settlement agreement involving a construction dispute. The remaining two exceptions are worthy to discuss since they provide the only "two safe harbors for use by sophisticated contracting parties and their counsel in allocating liability risk in their transactions"[1]:

(d) The act shall not be construed to affect or impair:…

(5) a separately negotiated provision or provisions whereby the parties mutually agree to a reasonable allocation of risk, if each such provision is (A) Based on generally accepted loss experience; and (B) supported by adequate consideration ["Exception 5"]; *and*

(6) an agreement that provides for indemnity if the parties agree in writing that the indemnity obligation will be supported by liability coverage to be furnished by the promisor subject to the following limitations:

(A) With regard to a mutual indemnity obligation, the indemnity obligation is limited to the extent of the coverage and dollar limits of insurance or qualified self-insurance each party as promisor has agreed to obtain for the benefit of the other party as promisee ["Exception 6A"].

(B) With respect to a unilateral indemnity obligation, the indemnity obligation is limited to the extent of the coverage and dollar limits of insurance the promisor has agreed to obtain for the benefit of the other party as promisee. Such indemnity obligation shall be at the promisee's expense and shall be a separate liability insurance policy ["Exception 6B"] [Emphasis supplied.]

Exception 5 seems to be directed at provisions such as a limitation of liability, a waiver of recovery rights or a reduction in the time to bring suit. But, it is likely to be litigated at some point to put some flesh on the bone: Depending upon the particular circumstances surrounding a loss, what will be considered "a reasonable allocation of risk"? This term is undefined in the New Statute.

Exception 6A is really a means of putting a cap on liability on the mutual indemnity obligation to a certain amount of insurance set forth in the covered contract. I really do not see this exception coming into play very often. But Exception 6B has some possibility so long as the promisor understands that it will be adding cost to the project since it requires a project-type policy, with the likely insurance products being a project general liability policy (with some umbrella or excess liability coverage if significant limits are deemed to be required) or an owners and contractors protective liability policy[2], with the former providing longer lasting cover since it can provide completed operations coverage; and, if structured properly, this coverage can be sought to be put in place up to Kansas' statute of repose.[3]

Time (and the courts) will tell what happens with this latest wave from the state of Kansas.

* * *

Mr. Galganski has more than 25 years of construction law experience, especially in the areas of insurance and risk management, and can be reached @ tgalganskirmpro@yahoo.com.

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Arizona Supreme Court

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and/or omissions of WLB, its agents and/or employees is limited to the total fees actually paid by the Client to WLB for services rendered by WLB hereunder.

The trial court had granted WLB's motion for partial summary judgment, ruling that this clause was enforceable to limit any potential liability WLB may have and capped its potential damages at $14,242.00 – the fees Ocotillo paid for the survey – even though Ocotillo claimed damages in excess of $1 million. Ocotillo did not raise the Constitutional assumption of risk issue in opposition to WLB's motion, so the trial court did not rule on that issue.

Both the Court of Appeals and the Supreme Court rejected the arguments Ocotillo advanced in support of its contention that a contractual liability limitation contravenes public policy. The Supreme Court said "courts are hesitant to declare contractual provisions invalid on public policy grounds." Slip op. at 4.

Ocotillo first argued that the clause was contrary to Arizona's anti-indemnity statute. Ariz. Rev. Stat. Ann. § 32-1159 (2008). But the Supreme Court said WLB's limitation of liability was not an indemnity clause. The provision did not require Ocotillo to defend WLB or to hold it harmless from claims by third parties; it merely limited WLB's liability to Ocotillo.

So long as the liability limitation is not so low as to eliminate the professional's incentive to exercise care, it does not contravene the policy behind the anti-indemnity statute. On this point, the Court said:

Although it is possible that a limitation of liability provision could cap the potential recovery at a dollar amount so low as to effectively eliminate the incentive to take precautions, this is not the case here. Under the Ocotillo contract, WLB remains liable for the fees it earns. The fees undoubtedly were WLB's main reason for undertaking the work. Thus, WLB retains substantial interest in exercising due care because it stands to lose the very thing that induced it to enter into the contract in the first place. Slip op. at 7.

To determine whether the damages cap was unacceptably low, the Court compared the damages cap with the total fees paid to WLB, not with the total damages claimed, as Ocotillo had urged. The damages cap here ($14,242) was not so low as to render the clause unenforceable.

The Court also rejected Ocotillo's argument that such clauses are against a judicially declared public policy:

Such clauses may desirably allow the parties to allocate as between themselves the risks of damages in excess of the agreed-upon cap, which could preserve incentives for one party to take due care while assigning the risk of greater damages to another party that might be better able to mitigate or insure against them. Slip op. at 9.

The Court next dispatched Ocotillo's assumption of risk argument, reversing the Court of Appeals on this issue. (Ocotillo raised this issue for the first time on appeal, but both the Court of Appeals and the Supreme Court dealt with it on the merits.) The justices recognized a distinction between that defense, which effectively eliminates a defendant's duty to exercise care, and a cap on liability, which does not. The Court held that construing the constitutional provision to include limitation of liability clauses "would not comport with either the common meaning of the phrase 'assumption of risk' at the time of the constitutional convention or with the purpose animating the framers." Slip op. at 16. "Moreover, the benefits of such agreements in allowing parties to prospectively allocate potential losses in excess of the cap would be largely lost if their enforceability turned in every case on after-the-fact jury determinations." Id.

Finally, Ocotillo argued that there was at least a fact issue as to whether the clause was adequately bargained for, contending that it was contained in a preprinted form attached to the contract, and that it was not specifically negotiated or even discussed. As the Court of Appeals had not decided this issue, the Supreme Court remanded the case to the Court of Appeals to decide it in the first instance.

Ocotillo grounds this argument in *Salt River Project Agricultural Improvement & Power District v. Westinghouse Electric Corp.*, 143 Ariz. 368, 694 P.2d 198 (1984). There, two corporate giants had "bargained" for the purchase and sale of a computer designed to automatically operate a gas turbine generator. The sales contract was an exchange of SRP's standard purchase order for Westinghouse's standard acceptance form, which contained a limitation of liability clause. The computer malfunctioned, causing substantial damage to the gas turbine.

SRP brought both a contract warranty claim and a product liability tort claim. As to the contract claim, Westinghouse prevailed "because, under the UCC, it is recognized that 'merchants' may merely exchange forms without engaging in actual negotiations concerning a knowledgeable allocation of risks." 143 Ariz. at 374, 694 P.2d at 204.

Hence, Westinghouse's limitation of liability clause was part of the parties' contract and enforceable.

The tort claim, however, was not governed by the UCC. The *SRP* Court held that tort remedies could be waived, but only when the waiver is knowingly bargained for; they will not be given effect if the product of coercion or inadvertence.

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Arizona Supreme Court

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The factual context of this broadly worded holding, however, reveals a narrower scope. *SRP* was a product failure case, in which the defective product caused damage to other property (i.e., secondary property damage). Hence, when the Court said "preventing accidents by deterring the distribution of unsafe products is one of the prime goals of tort law," it meant that is one of the prime goals of *accident* tort law, not the part of tort law that, like contract law, serves to protect the parties' economic expectancy interests – for example, the torts of fraud, negligent misrepresentation, intentional interference with contractual relations or prospective business relationships, and many professional negligence torts. Thus, the heightened bargaining process required to waive "tort remedies" applies to accident tort remedies, but may not apply to all tort remedies.

In the context of two sophisticated business entities allocating the risk of purely economic loss, a bargain may be given effect if struck as other commercial bargains are struck – by a manifestation of assent – whether the parties actually discussed every clause in the written instrument of not.

The lessons of *SRP* are these. In the context of losses caused by defective products, purely economic losses may be limited by a bargain made like any other commercial deal, even by an exchange of unread forms. Damages for harm to persons or property may also be limited by a bargain, so long as the limitation agreement is not merely the product of inadvertence or the legislated consequence of an exchange of inconsistent and unread purchase and acknowledgement forms.

Sophisticated land developers and design professionals neither need nor deserve the courts' paternalistic protection from bad bargains. On the other hand, if a breach of duty causes personal injury or secondary property damage, public policy may well justify a more paternalistic approach. Such injuries often impact far more than the pocket books of the bargainers.

Ocotillo claimed only economic loss from the alleged surveying error. Both parties signed not only the professional services contract, but also the single page of Standard Conditions, which contained the limitation of liability clause. Under well-settled law in Arizona, a signature is a manifestation of assent, even if the signer does not read what he signs. The Court of Appeals will soon decide whether that is enough to bind Ocotillo to the limitation of liability clause, or whether the jury must decide if Ocotillo *knowingly* waived or limited its tort remedy for economic loss.

This case may have more to yield for construction law practitioners. ♦

Kansas' Anti-Indemnity Statute

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Endnotes

[1] *See* Hoch, W. and Wood, B., "New Construction, Dealership, Franchise, & Transportation Contracts in Kansas Can No Longer Contain Commonly-Used Liability Indemnity Provisions," *Business and Construction Law, Foulston Siefkin Issue Alert.*

[2] *See* Galganski, T., "Owners and Contractors Protective Liability: An Insurance Tool in Construction," *The Construction Lawyer*, Vol. 15, No. 1 (Jan. 1995).

[3] K.S.A. § 60-513(b): 10 years for tort actions. ♦

Hall Street Associates Update

In the December 2008 issue, we reported on the widely discussed U.S. Supreme Court decision in *Hall Street Associates v. Mattel*, 128 S.Ct. 1396 (2008). The Court held that the parties to an arbitration agreement may not contract for a standard of judicial review other than that provided for in the Federal Arbitration Act. Many observers interpreted *Hall Street* to mean that a federal court reviewing an arbitration award on an application to confirm or vacate must confirm the award unless one of the enumerated bases for vacatur under the FAA applies. Since "manifest disregard of the law" is not one of the enumerated bases, some believed that manifest disregard was no longer available. Others latched on to language in the *Hall Street* majority opinion that suggested manifest disregard might survive as a grounds for vacatur.

One of the leading post-*Hall Street* cases is *Stolt-Nielsen SA v. Animalfeeds Int'l Corp.*, 548 F.3d 85 (2nd Cir. 2008), in which the Second Circuit held that manifest disregard persists as a grounds for vacatur, even after *Hall Street*. Other courts, some acknowledging *Hall Street* and others not, have spoken on this issue: *see, e.g.*, *Kashner Davidson Securities Corp. v. Mscisz*, 531 F.3d 68 (1st Cir. 2008); *Coffee Beanery Ltd. v. WW LLC*, 2008 U.S. App. Lexis 23645 (6th Cir. 2008 unpubl.); *Comedy Club, Inc. v. Improv West Associates*, 05-55739 (9th Cir. 1-29-09); *ALS & Assoc., Inc. v. AGM Marine Const., Inc.*, 557 F.Supp.2d 180 (D.Mass 2008); *Prime Therapeutics LLC v. Omnicare, Inc.*, 555 F.Supp.2d 993 (D.Minn. 2008).

This list of federal court cases is far from exhaustive. Note well that expanded judicial review of arbitral awards may be viable under state arbitration law. *See Cable Connection, Inc. v. DirecTV Inc.*, 44 Cal.4th 1334 (2008). ♦

Editor's Message

As relatively new in-house counsel, I eagerly anticipate the Fall 2009 meeting in Philadelphia which will feature a program dedicated to in-house counsel issues. Most of my career has been spent with law firms, so I am still on the learning curve with respect to life on the other side of the looking glass. Just as there are many aspects of practicing law in a law firm that were not covered in law school, many of the ins and outs of being an in-house construction lawyer are learned on the job. The program chairs are hard at work pulling together the sessions, materials, workshops and social activities for Philadelphia, and I have no doubt the program will meet or exceed the Forum's usual standard of excellence. If you are an in-house counsel, or you are on the outside looking in and want to learn something about how your in-house counterparts work and what they need, then pencil October 15-16, 2009 in your calendar for the Fall Meeting.

For those of you who have attended a few Forum meetings and dutifully read The Construction Lawyer, it's time to take the next step and join a Division. The Forum can seem at times to be a big place. Away from the commotion of the Mid-Winter, Annual and Fall meetings, much of the grunt work of the Forum takes place in the Divisions.

Pick a subject area that aligns with your practice or client base, or pick one that doesn't but piques your interest anyway. The Divisions have their own spaces on the Forum website at:

http://www.abanet.org/forums/construction/divisions.html.

Division 1 - **Dispute Resolution**

Division 2 - **Contract Documents**

Division 3 - **Design**

Division 4 - **Project Delivery Systems**

Division 5 - **Contract Negotiations, Performance and Administration**

Division 6 - **Workforce Management and Human Resources**

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Division 8 - **International Contracting**

Division 9 - **Specialty Trade Contractors and Suppliers**

Division 10 - **Legislation and Environment**

Division 11 - **Corporate Counsel**

Division 12 - **Owners and Lenders**

Join and get involved with the process that generates the outstanding programs, books and articles of the Forum.

Save These Dates!

April 16-18, 2009

Annual Meeting at the Sheraton in New Orleans, Louisiana.

October 15-16, 2009

Fall Meeting at the Loews Hotel in Philadelphia, Pennsylvania.

The Forum Proudly Returns to New Orleans for the 2009 Annual Meeting

When: **April 16, 17 and 18, 2009**

Where: **Sheraton New Orleans Hotel**, 500 Canal Street, New Orleans, LA 70130; (504) 525-2500. A room block has been reserved at a rate of $214.00 single/double room per night. After March 23, 2009 at 5:00 pm CDT or when the room block is sold out, guest rooms at the special ABA rate are not guaranteed and may not be available.

The Annual Meeting returns to New Orleans in April 2009, just in time for the annual French Quarter Festival, with a program focused on cutting edge "green" and alternative energy topics. **"Talking Green Blues: Energy, Sustainability, and Green Building Challenges Affecting the Construction Industry"** will focus on legal issues surrounding sustainable and green building projects, as well as the legal challenges involved in construction of alternative energy facilities. Knowledge of the mechanics of "green" or sustainable construction is essential to lawyers and consultants serving the construction industry, and this program will give you the information you need to join the green revolution. We will cover the basics and beyond of the LEED™ rating system, developed by the U.S. Green Building Council. This program includes a legal and practical roadmap for nuclear power plant projects, construction of wind farms, and environmental due diligence on construction sites. We wrap up on Saturday morning with an overview of the rebuilding of New Orleans post-Katrina, and an ethics session addressing issues that arise when lawyers come face-to-face with a natural disaster.

The program at the Annual Meeting will have you thinking green while you get a taste of French Quarter food, hear some great jazz and blues and get a first-hand view of the re-birth of New Orleans. Take the time to enjoy the local color of New Orleans and its treasure trove of music venues and great dining establishments. Join us for the Thursday evening Big Easy-style parade to the Annual Reception at the House of Blues® New Orleans. On Friday afternoon we have arranged an exciting volunteer opportunity, allowing you a chance to give something back to New Orleans, a city that has served as a great host to the Forum over the years.

Register by March 23, 2009 to receive the discounted conference rate. For more information about the program, registration, hotel and transportation arrangements and CLE credit, visit:

www.imageserve.com/neworleans2009/ead2.html

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