



BRYCE DOWNEY & LENKOV
LLC

Corporate & Construction Newsletter October 2014

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Willis Insurance and Bryce Downey & Lenkov will be co-hosting **Forecast for 2015** on 11/4/14 from 8:00 AM - 11:30 AM. The Seminar will take place at the Willis Tower board room, 20th floor.

There is no charge for this seminar. [Click Here](#) to RSVP now. If you cannot attend in person but would like to be included, the seminar will be available [live via webinar](#).

Munster Steel Opens New Plant



Forecast for 2015

FORECAST FOR 2015

11/4/14
8:00 - 11:30 AM
New York Boardroom, 20th floor
Willis Tower
233 S Wacker Dr.
Chicago, IL 60606

Hosted By
Willis

If you would like to attend this free seminar, please RSVP to rsvp@bdlfirm.com by 10/30/14

Bryce Downey & Lenkov LLC
www.BDLFIRM.com

On 10/3/13, our client, Munster Steel, started construction on its new \$9.1 million plant in Hammond, Indiana and on 8/21/14, the company closed on the purchase of its new office. According to Jeanne Robbins, President (pictured on the right), the 2-story office building and plant complex is located on a 12.2 acre parcel and spans approximately 133,000 square feet. Some of the 13 new overhead cranes installed in the plant can carry materials weighing up to 20 tons. One of the first orders to be delivered from the new plant is

the steel to be used for the 18th Street Bridge in Chicago.

Geoff Bryce and Bob Bramlette counseled Munster Steel in a transaction that involved the sale of the Company's existing plant to a developer, including tax credits and grants from State and local governments. The transaction also included the sale of Notes issued by the Town of Munster to fund the purchase of Munster's current plant.

Looking Forward: 2014 Was Good, 2015 Will Be Better

[Geoff Bryce](#)



We may be in the last chapter of the recession. On 9/17/14, Federal Reserve Chairperson Janet Yellen told reporters that the federal funds rate would stay near zero "for a considerable time." Based on this, as well as other

information from the Federal Reserve, many economists are forecasting that interest rates will increase as we move through 2015. Through August, national job growth had increased by 200,000+ gains and the unemployment rate dropped to 5.9%. Unemployment rates in Cook County are improving as well. In July 2013, the unemployment rate was a staggering 10.1% compared to 7.2% in July 2014.

In June, the Federal Reserve was optimistic in their economic forecasts predicting growth between 2.2% and 2.4% for 2014 and 3% and 3.2% for 2015. In September, economists revised their predictions, now forecasting growth between 2% and 2.2% for 2014 and 2.6% and 3% for 2015. 3% growth usually indicates an economy that is

growing at a rate to absorb new people entering the job market.

With respect to real estate, although residential property sales have decreased, the median sales price increased 8.5% to \$255,000. In addition, the total inventory of residential properties available for sale in August was 5,085, which is down 4.3% from last month, but up 2.5% from August 2013. The average number of days on the market for property in August was 47, a decrease from last August where the average was 60 days.

We can see that investor confidence is growing in Chicago as well. The OneEleven building located on Wacker Drive overlooking the Chicago River has been completed. The building, containing 500 luxury apartments, was dormant for many years, but the owner started leasing the building in April. In only 5 months the building is over 60% rented. Another building, located at 39 S. LaSalle Street, is being converted from an office building to a new hotel.

Although the vacancy rate of commercial property in many suburban areas remains substantial, some major and local retailers are taking advantage of low land prices and low interest rates. In June, Meijer Grocery and Superstore started development of a 9-acre site in south suburban Flossmoor that will be anchored by a grocery and superstore store. The plan for six out-lots will include gas stations, restaurants, and various retail stores. It is anticipated that the grocery store will open for business in mid-2015.

As we move through 2015, we believe an improving economy and the current low interest market, will see many entrepreneurs initiating projects before rates start to increase.

Our business is growing as well! We are very pleased to have welcomed attorneys Mollie O'Brien, Jorge Rovelo, Jessica Rimkus and Kirsten Kaiser in 2014. Mollie focuses on construction and commercial litigation and Jorge and Jessica focus on various aspects of workers' compensation defense. Kirsten works in our Crown Point office and focuses on workers' compensation and general litigation.

Our firm has also added new clients in various industries, including dentists, oral surgeons, authors, real estate developers and a wholesaler that imports candy from Asia. Our Crown Point office now has 4 attorneys and represents clients throughout Indiana. We have attorneys who are licensed in Illinois, Indiana, Tennessee, Georgia, Florida, Texas, California and the District of Columbia and our staff has a unique language set that includes Spanish, Romanian, French, Italian and Russian.

Is Now the Time to Start the New Project?

[Bob Bramlette](#)



So you weathered the great recession and the economy continues to improve. However, many experts are forecasting that interest rates will increase as we move through 2015. It may be time to start the new

project and take advantage of lower interest rates.

Where will I get financing?

Big banks, regional banks and community banks are lending! As such, the competition to attract new customers is intense and the banks are now actively looking to make loans. These loans are not the "no-doc" loans of the past, but loans with

competitive rates. Banks are even more aggressive with its interest rates when investors are willing to move their accounts to the bank, use the bank's cash management services and engage the bank's wealth management experts.

In mid-September an Oakbrook, Illinois based local bank advertised a "Fall 2014 New Loan Special!" If a customer took out a new commercial loan or referred a new customer who took out a new commercial loan, the bank was willing to waive checking account service charges for a period of time depending upon the amount of the loan.

Another source of funds is your local municipality. Tax increment financing may be available for projects that will generate local employment and future sales and property taxes. For new development, some communities are abating real estate taxes for a number of years as an incentive to develop a project. If the creation of jobs is a requirement, then consider negotiating full time equivalent provisions so that part-time jobs can be counted. In addition, some municipalities are negotiating with state and county taxing bodies to let existing businesses share in the sales tax revenues generated by the business in exchange for improvements to the physical assets of the business.

Negotiate Loan Terms

Once the borrower and the lender have agreed upon the term of the loan and interest rate, the borrower must carefully review the remaining provisions of the loan documents.

Financial Covenants

The various financial ratios, such as the debt service coverage ratio and debt to

tangible net worth, should be measured at times when the business cycle of the company is the strongest. Rather than being measured quarterly, the borrower should seek to have the measurements on a semi-annual or annual basis.

If the lender requests that financial statements be "certified", then the company will incur a substantial charge from the accountant as a result of the increased amount of due diligence the accountant must perform. Request that the accountant provide "reviewed" statements in lieu of certified statements.

Negative Covenants

Some lenders prohibit borrowers and guarantors from incurring additional indebtedness, including capital leases. If future capital investments are planned during the term of the loan, then these provisions should be negotiated before the loan is finalized. After the loan documents are signed, the bank may be less inclined to authorize additional loans or capital leases. This will drain cash flow otherwise available to service the initial loan.

Some lenders prohibit dividends from being paid while the loan is in place. A compromise position is that as long as the loan is not in default and financial covenants are being met, then dividends may be paid. In many situations, shareholders of Subchapter S corporations or members of limited liability companies count on the dividends to pay federal and state income taxes.

Events of Default

Many right-to-cure provisions are only 5 days for payment obligations. Try to negotiate a right to cure at least 10 business days after receipt of written

notice, so the senior officers have a reasonable time to address issues. For performance obligations, the right to cure language should provide that the borrower is not in default if it initiates reasonable steps to commence to cure within a 30-day period.

With respect to a change in ownership, the borrower should negotiate that if a new owner of the company has a net worth that is at least equal to the net worth of the original owner at the time the loan documents were originally executed, then no event of default is triggered and the bank doesn't have to give its approval of the sale.

Many loan documents contain a provision that if the borrower defaults under any other agreement that materially affects the borrower's or guarantor's property or ability to repay the loan, then such event is an event of default. Borrowers should negotiate a specific dollar amount (e.g., \$100,000) that must be reached to trigger the event of default. In many situations, a borrower will have disputes with customers or suppliers that are handled in the ordinary course of business and which should not be deemed to be an event of default. By negotiating a specific dollar amount, the borrower and lender do not have unpleasant discussions regarding whether a particular situation materially affects the borrower's ability to pay.

Guaranty

Many lenders require a guaranty from one or more owners of the company. Guarantors should try to negotiate: (i) a maximum on the amount of the guaranty, and (ii) a removal of the guaranty once various financial targets reach certain levels.

If a loan is guaranteed by several individuals, make certain that the death or incapacity of one of the people doesn't trigger an event of default.

The project may be right, IF...

- It generates cash flow to cover the debt and operating costs
- Returns a reasonable profit to the owners
- A bank is willing to make a loan with reasonable covenants
- Local governments are willing to contribute funds and share or postpone taxes

It takes careful planning and analysis to identify new projects that will succeed, but the gains should be substantial for those entrepreneurs who are willing to make such an investment.

Legislation Updates

[Tina Paries](#)



Illinois Condominium Property Act, 765 ILCS 605/1

Public Act 98-1068 was approved on 8/26/14 and becomes effective on 1/1/15. Provisions contained in condominium declarations or by-laws that require the Board of Directors to obtain consent of a percentage of unit owners before filing a lawsuit or require the Board of Directors to arbitrate or mediate a dispute with the developer are against public policy and unenforceable under this Amendment. There is an exception where the provisions are approved by 75% of the owners after the first board of directors is elected.

Illinois Mechanics Lien Act, 770 ILCS 60/1

Public Act 98-0764 was approved and is effective as of 7/16/14. This amendment provides that where an agreement is entered into for the purpose of performing work or supplying materials on a construction project, and the agreement contains a provision under which a mechanics lien will be subordinated to another's interest, that provision will ultimately be found to be against public policy and unenforceable. There is, however, a provision in the amendment that allows an agreement to subordinate a mechanics lien to a mortgage lien that secures a construction loan only if that agreement is made after more than 50% of the loan has been disbursed.

House Bill 4657 was introduced on 2/5/14 and seeks to amend the Mechanics Lien Act by allowing an applicant to file a petition to substitute a bond for the property subject to a lien claim under the Act with the clerk of the circuit court of the county in which the property is located, or, if there is a pending action to enforce the lien claim, an applicant may timely apply to become a party to the pending action at any time before a final judgment is rendered and file a petition to substitute a bond for the property subject to the lien claim in the pending action. This Bill was referred to the House Rules Committee in March 2014 and no further action has been taken.

Illinois Residential Real Property Disclosure Act, 765 ILCS 77/1

Public Act 98-0754 was approved on 7/16/14 and becomes effective on 1/1/15. The amendment adds material defects in the windows or doors to the list of disclosures required under the Act.

Illinois Contractor Prompt Payment Act, 815 ILCS 603/1

House Bill 4658 was introduced on 2/5/14 and seeks to amend the Contractor Prompt Payment Act so an owner may make payments on behalf of a contractor to a subcontractor and, if an owner's lender requires the lender's approval before payment, the owner has an additional 25 days to obtain that approval. This Bill was referred to the House Rules Committee in March 2014 and no further action has been taken.

Mechanics Lien Refresher: Are You a Contractor or a Subcontractor? [Tina Paries](#)

There are two general requirements for a valid mechanics lien in Illinois. First, the lien must "attach" to a property by virtue of a contract and then the lien must later be "perfected." How your lien must be "perfected" depends on whether you are considered a contractor or subcontractor under the Illinois Mechanics Lien Act. For example, if you are a contractor, you must record your lien against the property within four months of the date you last performed work. If you are a subcontractor, you are subject to the four month recording requirement, but you also are obligated to first send notice of the lien within 90 days of the date you last performed work. The failure to adhere to these requirements renders your lien invalid.

Because the requirements to perfect a mechanics lien are different, it is important to establish early on in a project whether you are contractor or subcontractor. These terms are defined as follows under the Mechanics Lien Act:

A "contractor" is "[a]ny person who shall by a contract or contracts, express or implied, or partly express or implied, with the owner of a lot or tract of land, or with one whom the owner has authorized or knowingly permitted to contract, to improve the lot or tract of land, or to manage a structure under construction thereon"

A "subcontractor" is "every mechanic, worker or other person who shall furnish any labor, services, material, fixtures, apparatus or machinery, forms or form work for the contractor, or shall furnish any material to be employed in the process of construction as a means for assisting in the erection of the building or improvement in what is commonly termed form or form work, where concrete, cement or like material is used in whole or in part"

In other words, an entity or person that enters into a contract directly with an owner is a contractor whereas entities or persons who perform work or supply materials under a contract with others are considered subcontractors. Accordingly, your status as a contractor or subcontractor ultimately depends on the status of the party with whom you contracted. As that status is not always easy to determine, Illinois courts have addressed this issue.

In one case, certain individuals doing business as a partnership owned an apartment complex development. One of the partners also owned a construction company that was the general contractor for the project. An entity then entered into a contract with that partner to provide electrical and plumbing services. When the entity was not paid for its work, it recorded

a mechanics lien against the property within four months from the date it last performed work and then filed a lawsuit seeking to enforce the lien. The partnership argued that the entity was a “subcontractor” because it purportedly contracted with the partner who owned the general contractor. The partnership further argued that because the entity did not serve a 90-day notice as required by subcontractors, the lien should be considered invalid. Even though the entity sent its invoices to the partner’s construction company and the construction company identified the entity as a “subcontractor” on its sworn statements, the Court found that the entity had contracted with the partner as the owner of the project and, as such, was considered a “contractor.” Because a contractor is not required to serve a 90-day notice, the lien was therefore found to be valid.

A similar issue was raised in another recent case. An entity had entered into a contract with the owner of a development to furnish labor and materials for the construction of sidewalks and driveways at the project. The entity was not paid and recorded its lien against the property within four months of having completed the work. However, during that four month period and before the entity recorded its lien, the owner of the development sold the property to various third parties. When the entity filed a lawsuit to enforce the lien, the third parties argued that the entity became a “subcontractor” at the time they acquired title to the property and, as a result, was required to serve a 90-day notice. The Court disagreed and held that the acquisition of property does not change an entity’s status from contractor to subcontractor where the contract was with the original owner of the property.

Based on the foregoing, it is important to determine whether you are a “contractor” or

“subcontractor” under the Mechanics Lien Act before you attempt to perfect a mechanics lien claim. This issue can be resolved early on in a project by making sure your contract clearly defines the identity of the owner as well as the actual parties to the contract. The identity of the owner can also be ascertained by searching on-line public records for the property.

Seventh Circuit Confirms Insurer Has No Obligation to Defend Construction Defect Claim [Mollie O'Brien](#)



On 8/21/14, the Seventh Circuit Court of Appeals affirmed that under Illinois law that an insurer had no duty to defend a developer against claims associated with property damage as a result of the developer’s alleged poor workmanship. Under the policy at issue, the claims against the developer did not constitute an “occurrence” and were otherwise excluded.

The lawsuit at issue arose from the development of a vacant into a condominium complex. After construction was completed, the developer transferred control of the newly formed condominium association to the unit owners. Subsequently, several unit owners noticed water damage in the building, and the Board hired a consultant to investigate the cause of the leakage. The consulting firm determined that the water penetration was result of the developer’s inadequate restoration of the exterior brick walls.

The Board brought a lawsuit on behalf of the homeowners against the developer. The Board alleged that the Developer failed to construct the building free of structural defects and that its failure to construct the

exterior walls properly, required rebuilding and repair.

The developer had obtained two CGL policies for the project. These policies covered the developer against claims for “bodily injury” or “property damage” as a result of an “occurrence.” The policies also contained several exclusions. Specifically, the policies excluded property damage to “that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the ‘property damage’ arises out of those operations.”

Another exclusion precluded coverage for property damage to “that particular part of any property that must be restored, repaired or replaced because ‘your work’ was incorrectly performed on it.” Finally, the policies included an endorsement entitled “Exclusion-Products-Completed Operations Hazard.” This endorsement provided that: “[t]his insurance does not apply to ‘bodily injury’ or ‘property damage’ included within the ‘products-completed operations hazard.’” Both policies provide that the exclusion encompasses “all ‘bodily injury’ and ‘property damage’ occurring away from premises you own or rent and arising out of ‘your product’ or ‘your work’ except: (1) Products that are still in your physical possession; or (2) work that has not yet been completed or abandoned.

The developer therefore tendered the lawsuit to its insurer but the insurer denied coverage because the claim arose out of damage to the building itself.

The Board then amended the lawsuit to allege claims that the developer was negligent and that the unit owner’s personal property was damaged as a result

of this negligence. The insurer again denied coverage and filed a declaratory judgment action against the Board and the developer.

The trial court ruled in favor of the insurer and the Seventh Circuit Court of Appeals affirmed. The Seventh Circuit held that the amended lawsuit did not give rise to a duty to defend because the only damage that was alleged was a result of damage to the building itself, which did not constitute an “occurrence” under the policy. Following Illinois law, the Seventh Circuit found that courts require that for an incident to constitute an “occurrence” or accident in the building construction context, there must be damage to something other than the building in order for coverage to exist.

The Court further reasoned that while the amended lawsuit alleged claims of property damage to personal property which could potentially be covered under the policies, these claims were excluded under the products-completed operations hazard exclusion. The Court determined that the damage to personal property occurred in individual units which were already occupied by homeowners and therefore already put to their intended use. Thus, the work had already been “completed” and the products completed operations hazard exclusion applied.

Applying this reasoning to the context of development and construction projects, the exclusion would become applicable, defeating an insurer’s duty to defend, once the project is completed. Indeed, while the Board argued that the developer had not concluded its work on the common areas of building at the time the initial water damage was noticed, the Court rejected this premise stating that the building had been put to its intended use once residents had put their personal property in the condominium units.

Upcoming Seminars

- On **10/17/14**, Justin Nestor will present at a multi-state breakout session regarding effective workers' compensation claims handling in Dallas, TX. [For more info and to register, Click Here](#)
- On **10/24/14**, Rich Lenkov, Robert Baer and Grant Dixon will present "Point/Counterpoint: Key Workers' Compensation Issues from the Perspective of an Employee Attorney and an Employer Attorney" at the CLM 2014 Workers' Compensation Conference in Costa Mesa, CA. [For more info and to register, Click Here](#)
- On **11/4/14**, Willis Insurance and Bryce Downey & Lenkov will co-host "Forecast for 2015". Geoff Bryce, Jeanne Hoffmann, Bob Bramlette, Ioana Salajanu and Mollie O'Brien will join local bankers and insurance executives as they analyze the business environment and legal issues important to contractors and developers in 2015. To register, [Click Here](#)
- On **11/19/14**, Bob Bramlette and Justin Nestor will present "Ask a Lawyer a Question - Corporate Issues and Litigation Strategy" sponsored by the Lake Shore Chamber of Commerce. The seminar will take place at the Hammond Innovation Center, Hammond, Indiana
- On **11/19/14**, Rich Lenkov & Jill Dulich, Senior Director of Marriott Claims Services, will present "Top 10 Ways to Reduce Legal Expenses Now" at the National Workers' Compensation & Disability Conference in Las Vegas. This seminar will give you real-world, practical takeaways to mitigate your

litigation expenses. [For more info and to register, Click Here](#)

- On **12/11/14**, the CLM Greater Chicago chapter will be hosting an educational and networking event. Stay tuned for more details

FREE Webinars

Bryce Downey & Lenkov hosts monthly webinars on pressing issues and hot topics.

Here is what past attendees have had to say:

"Very informative and reviewed actual cases that are applicable to what we see."

- 9/30/14

"Always an interesting webinar. I like the interaction/poll questions."

- 9/30/14

"It was very informative. Love going over the specific cases."

- 9/30/14

- On **10/20/14**, **Geoff Bryce** and **Terrence Madden** will present "Targeted Tender." [Click Here](#) for more info and to register
- On **10/30/14**, **Rich Lenkov** and **Jorge Rovelo** will present "IL WC Legal Process: From Application to Appeal." [Click Here](#) for more info and to register
- On **11/18/14**, **Jeff Kehl** and **Storrs Downey** will present "Illinois & Indiana Premises Liability." [Click Here](#) for more info and to register
- On **11/21/14**, **Jeff Kehl** will present "Exploring the Internet for Pre-Suit

Investigations.” [Click Here](#) for more info and to register

If you would like a copy of any of our prior webinars, please email Jason Klika at jklika@bdlfirm.com. Recent webinars include:

- Preferred Provider Programs
- Illinois vs. Indiana: 5 Key Issues & How Each State Deals With Them
- AMA Guidelines: A Legal And Medical Perspective
- Traveling Employees In Illinois Workers' Compensation
- Defending Pain Claims: A Medical & Legal Perspective
- Defending Back Pain Claims: A Medical & Legal Perspective

Recent Seminars

- On 5/2/14, **Geoff Bryce** presented "Learn to Navigate Through Complex Change Order Procedures and Prevent Costly Mistakes" for Lorman Education Service in Chicago
- On 9/15/14, **Edward Jordan** presented "Closing Difficult / Complex Cases" in Naperville, IL
- On 9/16/14, **Tina Paries** presented a seminar about certain contracting risks associated with green building projects to architectural students at IIT
- On 9/17/14, **Geoff Bryce** presented "Defense of Construction Design Claims: Liability Theories and Defenses, Contractual Limitations, Third Party Liability, Role of Building Codes, and Trial Tactics" at the Professional Liability Defense Federation's Fifth Annual Meeting and CLE/CEU. To download a copy of the presentation, [Click Here](#)

Bryce Downey & Lenkov Is Growing!

Bryce Downey & Lenkov is pleased to have welcomed four new associate attorneys in 2014.



[Mollie E. O'Brien](#) represents clients in all aspects of general liability, insurance coverage, business litigation, and is experienced in all phases of state and federal court litigation.



[Jorge F. Rovelo](#) represents clients in all aspects of workers' compensation defense.



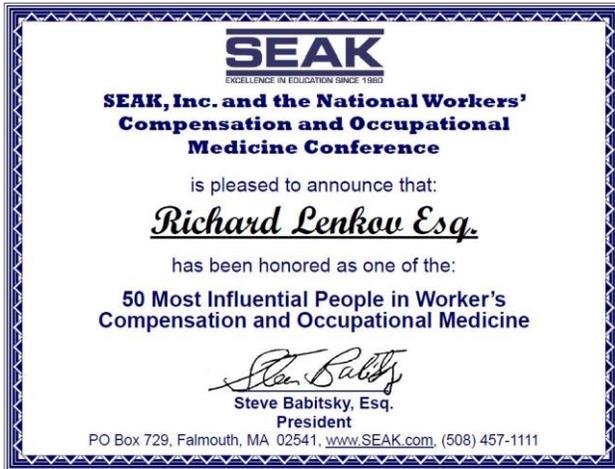
[Jessica M. Rimkus](#) focuses her practice on workers' compensation and general liability.



[Kirsten L. Kaiser](#) focuses her practice on workers' compensation and general litigation defense. She has successfully tried and argued numerous cases before Administrative Law Judges of the Indiana Worker's Compensation board and Social Security Disability Administration. Kirsten has also successfully tried personal injury and criminal cases before the Lake, Porter and Starke County trial courts. Kirsten is also experienced in mediation and subrogation matters, including ERISA, Medicare and Medicaid.

Recent Awards & Accolades

Rich Lenkov Named One of the “50 Most Influential People in Workers’ Compensation”



Thousands of attorneys, practitioners, case managers, disability specialists, nurses, physical therapists and physicians were sought out to help create this list. SEAK, Inc. is a continuing education, publishing and consulting company that was founded in 1980.

Geoff Bryce Published in CFMA’s Building Profits Magazine



[Geoff Bryce](#)’s article “Helping Project Managers Reduce the Impact of Complex

Legal Risk” was published in CFMA’s Building Profit September/October 2014 issue. Geoff addresses some basic contract knowledge and common provisions for construction financial managers to use as a guide to help project managers reduce the impact of legal risks on their projects. [Click here](#) to read the full article.

Meet Our Clients



On 10/4/14, executives from Onni Group, Willis Insurance, and The Private Bank, joined Geoff Bryce and Bob Bramlette at the Notre Dame v. Stanford football game. With a minute to go in the game, Notre Dame came from behind to win with a 4th down 21 yard touchdown pass! The two teams were evenly matched throughout the game, but the real winner was the rain...80,000 fans were drenched and shivering throughout the entire game.



Andre LeBlanc, Director of Operations at ConEdison Solutions, Dave Adams, Project Manager at ConEdison Solutions and Geoff Bryce climbed the 11,900' Lone Eagle Peak in the Wyoming Wind River Range in August. The trio spent a week in the back country of Wyoming tackling all kinds of terrain, wind and weather and made it back in one piece.

Giving Back

“CHILL” With Bryce Downey & Lenkov



Bryce Downey & Lenkov is a longtime supporter of the Respiratory Health Association and is a benefactor at its

upcoming event on 11/13/14. The CHILL event is a 2 ½ hour wine and food grazing event among the kitchen and bath showrooms on the first floor of the Merchandise Mart. Guests will mingle, and sample food and wine, and tour the Mart's first floor showrooms. All proceeds support RHA and their mission to protect clean air and ensure proper lung health care.

“Top 10 Mistake Law School Graduates Make”

On 9/16/14, Rich Lenkov and Michael Kklamovski gave a webinar to NIU College of Law students. Rich and Mike shared their personal stories both in front of and behind the interviewing desk and left students with a powerful list of 10 mistakes not to make.

Geoff Bryce Rappelled 27 stories for Lung Health



On 9/7/14, Managing Partner, Geoff Bryce, and his wife, Sharon Syc rappelled 27 stories to help raise awareness and funds for lung disease research, education and advocacy. Geoff also received the “Making a

Difference Awesome Event Supporter” award.

Every year, the Respiratory Health Association of Metropolitan Chicago offers the “Skyline Plunge” to those who are daring (or crazy) enough to rappel down a 27 story building. Geoff and Sharon were also featured in WGN’s coverage of the event. [Click here to watch the full interview.](#)

Race Judicata 2014



Bryce Downey & Lenkov was proud to sponsor Chicago Volunteer Legal Services’ (CVLS) Race Judicata 5K Race on 9/4/14. In addition to our sponsorship, this year, Bryce Downey & Lenkov sponsored the wine tent. Team BDL grows larger each year. This year we had 45 and were joined by our friends at Chicago Legal Prep, Chicago’s first and only legal-themed charter high school, and NIU college of Law. Our fastest times were David Savin – 25:02, Jason Klika – 25:20 and Kassy Lopez – 26:31. Great job Team BDL!

Free Seminars!

Our attorneys regularly provide free seminars on a wide range of Corporate & Construction topics. We speak to a few people or dozens, to companies of all sizes and large national organizations. Among the organizations we have presented for are:

- American Bar Association
- Illinois State Bar Association
- Chicago Bar Association
- Purdue University's Hammond Innovation Center
- Construction Industry CPAs/Consultants Association
- Society of Illinois Construction Attorneys
- National Association of Professional Women
- Chicago Building Congress

Some of the topics we presented are:

- *Litigation Claims Management*
- *Achieving Justice in Arbitration*
- *Construction Defect – the Roof Leaks! Who Pays?*
- *Mechanics' Lien Cases: Feast of Famine*
- *Intellectual Property – Contract Protection*
- *Green Building Contract Protection*
- *Corporations, LLCs, Partnerships and Sole Proprietorships*
- *Design Law for Illinois Architects and Engineers*
- *Human Resources Issues: EEDC Actions, What You Can and Can't Ask, ADA*
- *Negotiating Loans and Leases*

If you would like us to come in for a free seminar, please email Geoff Bryce at gbryce@bdlfirm.com or Jeanne Hoffmann at jhofmann@bdlfirm.com. We can teach you a lot in as little as 60 minutes.

Bryce Downey & Lenkov is a firm of experienced business counselors and accomplished trial lawyers who deliver service, success and satisfaction. We exceed clients' expectations while providing the highest caliber of service in a wide range of practice areas. With offices in Chicago, Crown Point, IN, Memphis and Atlanta and attorneys licensed in multiple states, Bryce Downey & Lenkov is able to serve its clients' needs with a regional concentration while maintaining a national practice. Our practice areas include:

Business Litigation
Business Transactions /Counseling
Corporate/LLC/Partnership
Organization and Governance
Construction

Employment and Labor Counseling & Litigation
Entertainment Law
Insurance Coverage
Insurance Litigation
Intellectual Property

Medical Malpractice
Professional Liability
Real Estate
Transportation
Workers' Compensation

The attorneys at Bryce Downey & Lenkov are committed to keeping you updated regarding the latest developments in Corporate & Construction law in Illinois and Indiana. If you would like more information on any of the topics discussed above, or have any questions regarding these issues, please contact Geoff Bryce at 312.377.1501, Jeanne Hoffmann at 312.327.0018 or any member of the Corporate & Construction team. © Copyright 2014 by Bryce Downey & Lenkov LLC, all rights reserved. Reproduction in any other publication or quotation is forbidden without express written permission of copyright owner. The content of this newsletter has been prepared by Bryce Downey & Lenkov LLC (the Firm) for informational purposes and does not constitute legal advice. This information is not intended to create, and receipt of it does not constitute, a lawyer-client relationship. You should not act upon this information without seeking advice from a lawyer licensed in your own state of country.

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