



# Corporate & Construction Newsletter

## October 2013

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## Munster Steel Breaks Ground On New Plant



*Bob Bramlette, Ron Robbins, Jeanne Robbins and Geoff Bryce attend the Hammond, Indiana groundbreaking ceremony*

### Please Join Us!

Willis Insurance and Bryce Downey & Lenkov will be co-hosting our annual **Forecast for the New Year seminar on 12/4/13** at Willis Tower board room. Registration begins at 7:45 AM and the seminar will end at 11:30 AM.

- Bankers Roundtable
  - Rates and Lending Requirements
  - REO: Available for sale
- Surety Insurance Roundtable
- Illinois & Indiana: State and Local Government Loans and Tax Credits

There is no charge for this seminar. If you cannot attend in person, the seminar will be available via live webinar. To RSVP for this event, please contact our Marketing Coordinator Jason at [jklika@bdlfirm.com](mailto:jklika@bdlfirm.com) or (312) 327-0029.

On October 3, Munster Steel broke ground on its new \$8 million plant in Hammond, Indiana. Jeanne Robbins, President, forecasts that the plant should be in operation in the 4th quarter, 2014. The 60 year old company is an industry leader in fabricated steel for bridges, infrastructure, buildings, and miscellaneous iron. Recently, the Company provided the steel that was used by Walsh Construction Co. in the construction of the new bridge that crosses the Chicago River at Wells Street in downtown Chicago. Geoff Bryce and Bob Bramlette counseled Munster Steel in the transaction that involves a sale of the Company's existing plant to a developer, tax credits and grants from State and local governments for the new plant, and the sale of Notes issued by the Town of Munster to fund the purchase of Munster's current plant.

## It's Been A Long Road, But Things Are Improving!

Geoffrey A. Bryce



The stimulus package, lowering of interest rates, and creativity of large and small employers helped our nation weather the storm and avoid a nationwide depression. Although the Great Recession seems to be coming

to an end many individuals and companies are still suffering.

The Federal Reserve has kept interest rates at record lows while purchasing \$40 billion of mortgage-backed securities and \$45 billion of Treasuries to continue to stimulate the economy. Eventually, the Fed will taper off monthly purchases and begin increasing interest rates when economic data is strong enough to support the move. Until then, the Fed will continue its purchases at the \$85 billion level. With Ben Bernanki ending his term as Chairman of the Federal Reserve, we believe his replacement, Janet Yellen, will continue similar policies.

The unemployment rate, growth of GDP (Gross Domestic Product), housing market, inflation, and consumer confidence are key indicators of the strength of the economy that are closely monitored by the Fed.

The **unemployment rate** for August 2013 was 7.3%, a decrease of 0.1% since July 2013 and 0.8% since August 2012. The September numbers are not available because of the furlough of Federal employees. While showing steady decrease, it is still above the target of 6.5%. In the Chicagoland and Northwest Indiana area the unemployment rates increased 0.2% to 9.6% in July from July 2012. This doesn't

count the underemployed. ADP reported a dip in September jobs growth which they attributed in part to the federal spending cuts.

U.S. **GDP** grew 2.5% in the second quarter compared to a 1.1% increase in the first quarter of 2013, still below the target of 3% that would indicate the economy is growing at a rate to absorb new people entering the job market.

The inventory of existing **homes** in our area for sale is decreasing. The Wall Street Journal reported that although there was a slowdown in August and September, there were year-to-year gains in new home sales of 11% in July and 25% during the second quarter of 2013. The 30 year fixed rates for home mortgages have increased to approximately 4.375%. Homeowners and investors are seeing that with prices and mortgage rates increasing, the window for bargain purchases seems to be closing.

Although gas prices continue to take a big bite out of people's pay checks, the overall **inflation rate** of 1.5% as of August is below the Fed's target rate of 2%.

The University of Michigan's September **consumer confidence index** fell to 77.5 from 82.1 in August. In November 2008, the consumer confidence rate was 55.3.

Our **auto companies**, who were bailed out by the Federal government with loans, equity investments, and programs like "Cash for Klunkers", had the best third quarter sales since 2007.

Our **banking system**, which was also bailed out, has consolidated. Most banks have improved balance sheets. As a result, our banker friends in Chicago and Indiana are aggressively looking to make loans to consumers and businesses.

Many business executives are making significant investments because they are confident that the economy is on its way back and they want to lock in loans at favorable rates before the Fed starts to increase interest rates. One of our developer clients has acquired two parcels of property in the Near North community of Chicago, and they plan to build multi-story apartment buildings with retail on the lower levels. Another client, Munster Steel, is building a new multi-million dollar plant in NW Indiana.

We believe that with continued low interest rates, a willingness of banks to be more creative in making loans, job creation, and improvement in the housing market; entrepreneurs are expanding their businesses as we enter the last quarter of 2013.

Our business is also growing. We increased the size of our Chicago office, and now occupy almost an entire floor of the building. We have been in our new Crown Point, Indiana office for a year, and have recently added an additional attorney bringing our total to seven attorneys who are licensed in Indiana. We are very pleased that Tina Paries, who concentrates in construction and commercial litigation, was promoted to Income Member. Our firm has added new clients in the trucking and real estate development industry. We have also added more people to the firm who are fluent in Spanish, which complements our existing bi-lingual languages, which include Romanian, French, Italian, and Russian.

Next time you are downtown or near our Crown Point office, please stop by.

## So You Want To Go Into The Insurance Business ... Really?

### Geoffrey A. Bryce

One of the continuing sagas in the construction practice area is the requirement that contractors provide additional insured coverage for owners and architects and, in the case of lower tier subcontractors, to the general contractors and construction managers. Over the last several years, there has been an explosion of case law addressing whether certain endorsements provide the additional insured coverage for the tendered claim. This article addresses the issue of what happens if no insurance is provided, or if the insurance provided does not match what is required by the construction contract. Regardless of where you are in a construction project, verification of insurance is very important.

The leading case in Illinois is *Zettel v. Paschen Contractors*, 100 Ill.App 3d 614, 427 N.E. 2d 189 (1st Dist. 1981). The Court there held that if a subcontractor does not provide the coverage required by the construction contract and the subcontractor's insurance carrier does not defend and indemnify the party who was required to be the additional insured, the subcontractor may be liable for breach of contract.

There is however, a defense available to the party who is required to provide the coverage. That defense is waiver.

Waiver was first addressed in *Whalen v K-Mart Corp*, 166 Ill. App.3rd 339, 519 N.E. 991 (1st Dist. 1988). There, the general contractor and the landowners brought third party actions against two subcontractors for breach of contract for failing to procure insurance to defend and indemnify the them for suits filed by two

injured plaintiffs. The subcontractors argued that the general contractor and landowners waived the insurance requirement for the following reasons:

1. The subcontract specified that proof of insurance had to be provided to the general contractor before the subcontractors could begin work
2. No proof of insurance was ever provided
3. The subcontractors were paid in full and only after that did the general contractors and landowners seek the insurance coverage required by the subcontracts.

The Trial Court dismissed the third party complaints and the Appellate Court First District affirmed.

This issue was again raised in *Lehman v IBP, Inc.* 265 Ill. App. 3rd 117, 265 N.E. 152 (3rd Dist. 1994). In that case, CCI entered into a contract with IBP to build an addition to its plant. CCI was required to name IBP an additional insured under CCI's comprehensive general liability ("CGL") policy and CCI provided a certificate of insurance before work started. During the course of the project, IBP asked CCI for another certificate of insurance when the first policy expired and discovered CCI had not named IBP as an additional insured under its CGL policy. A CCI employee was hurt later injured and filed suit against IBP. IBP then filed a third party complaint against CCI. CCI filed a motion to dismiss because IBP waived the insurance requirement. The trial court granted the motion but the Appellate Court reversed:

"IBP expressed its intent to enforce its contract by sending the November 16th letter to CCI requesting a renewal certificate that included IBP as an additional insured. This conduct

does not indicate intent to waive the coverage. If more than one inference or conclusion can be drawn from the facts, summary judgment should not be granted. IBP's actions created a genuine issue of material facts regarding its intention to waiver that should be resolved at trial."

(Citations Omitted.)

The Court expressed its concern over the waiver defense and concluded remarks about the underlying policy consideration:

"We agree with Consumers that finding a waiver in these circumstances would set a dangerous precedent. It would allow a party to a contract to succeed in shirking its contractual responsibilities unless and until the other party to the contract notices the defect in performance. Parties could no longer trust one another to carry out their obligations but instead would be forced to check on one another at each step of the project in order to avoid waiving benefits due them under the contract. Such a situation would only serve to obstruct and complicate business relationships."

This narrowing of the waiver defense was paralleled in *Lavelle v. Dominicks Finer Foods Inc.*, 227, Ill. App. 3rd 764, 592 N.E. 287 (1st Dist. 1992). In *Lavelle*, Dominicks hired K&S to install sprinklers in a Dominicks store. K&S was to name Dominicks as an additional insured and provide Dominicks a certificate of insurance but not the policy. A K&S employee fell and sued Dominicks who then learned it was not an additional insured. Dominicks sued K&S. The trial court dismissed Dominicks' claim. The Illinois Appellate Court, however, reversed and held that waiver as a matter of

law did not apply. It suggested there was a question of fact as to the intent of Dominicks to waive additional insured coverage.

Although the following case is a Rule 23 decision, it points out the migration of the waiver issue into current times. In *LAS v. James McHugh* 2013 WL 593402 (Ill. App. 1st Dist. 2013), McHugh Construction entered into a subcontract with Mastership Construction for work at the Great Lakes Naval Station. An employee of Mastership Construction fell and filed suit against McHugh who, in turn, tendered to Mastership's carrier. The trial court held that where the certificate of insurance differed from the policy's additional insured endorsement, the general contractor waived the difference. The trial court dismissed the general contractor's claim for breach of contract against the subcontractors. The Illinois Appellate Court reversed because there was nothing on the face of the certificate to point out to the general contractor that the statement of coverage in the certificate was not in accordance with the construction contract.

The dissenting Justice pointed out that the general contractor did not (1) ask to look at the policy providing additional insured coverage, where the limits on the face of the certificate were \$1 million per occurrence instead of the contract requirement of \$2 million, and the disclaimers on the certificate said the certificate is for information only; and (2) do anything else to confirm the additional insured coverage required by the construction contract. As such, the actual insurance policy should have been read. Since the general contractor allowed the work to proceed, the general contractor waived coverage and could not sue the subcontractor for breach of contract.

### **Practice Tip:**

The lesson here is that both the party requiring insurance and the party furnishing insurance should review the actual additional insured coverage provided to make sure there is no deviation from the construction contract.

## **Trade Secrets: If It's Not A "Trade Secret", How Do I Protect It?**

**Jeanne M. Hoffmann**



A business' assets can generally be divided into 2 categories: physical assets, such as buildings, machinery and equipment, and intangible assets, such as brands, designs, knowledge, ideas and other intellectual capital from which the business derives economic benefit. More frequently now it is these intangibles which account for the lion's share of a business' overall value, and it is important that a company be diligent in utilizing all of the means available for protecting its intellectual property. Generally, an innovative product or process will have patent protection, brands, designs and logos will have trademark protection, and artistic/literary works, computer programs and compilations will have copyright protection. Another category of intellectual property, which more broadly includes the ideas, knowledge and other information that is of commercial value to a business, e.g., formulas, training methods, customer lists, can be protected as "trade secrets".

In the U.S., 48 states have adopted some form of the Uniform Trade Secrets Act ("UTSA"), which was first published in 1979 as an attempt to provide a uniform legal framework for trade secret protection across the country. One of the features of the UTSA specifically designed to provide

this uniformity is the UTSA's preemption of all common law tort remedies for the misappropriation or theft of information. In sum, the Trade Secrets Acts have replaced all other, traditional common law vehicles for redressing a misappropriation of business information.

The Illinois Trade Secrets Act or "ITSA" (Illinois' version of the UTSA), defines a "trade secret" as: "information, including but not limited to, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that: (1) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality." 765 ILCS 1065(d). Conversely, information that is generally known within an industry, or can be readily duplicated with little time, effort, or expense, is **not** a trade secret. If it's not a trade secret, the Trade Secrets Act will not protect it or provide any redress for its misappropriation, and depending on a state's interpretation of the Act's preemption provision, it is possible that there is no alternative means available for protecting and obtaining redress for the misappropriation of your proprietary business information which has not been kept sufficiently "secret" to qualify as a "trade secret".

States' court decisions have been inconsistent about whether the UTSA preempts claims for misappropriation of *non-trade* secret information. A minority view applied in Pennsylvania and more recently in Oregon is that common law claims based on the misuse of confidential

information are not preempted by the Trade Secrets Act, so long as information in question does not qualify as a "trade secret". Illinois and Indiana are among the majority of jurisdictions addressing the issue that have held that their Trade Secrets Acts preempt all common law tort claims based on misappropriation of information, whether or not it meets the statutory definition of a "trade secret." Significantly, both Illinois and Indiana courts addressing the issue have noted that their statutes do not preempt claims for misappropriation of information or ideas that are protected by contract. In other words, a breach of contract action against an employee who has signed a confidentiality or non-disclosure agreement is not preempted by the ITSA, regardless of whether the information meets the statutory definition of a "trade secret".

Information and intellectual capital are valuable business assets that should and can be protected. Steps taken to maintain the secrecy of the information, such as securing sensitive customer data, limiting employee access to certain information and password protecting computers containing the information, are among the simple measures you can employ to try to keep the information sufficiently "secret" to qualify as a "trade secret". Requiring employees who have access to your proprietary business information to sign confidentiality and non-competition agreements is another measure, and in some states, possibly the only measure, which can be taken to protect the misappropriation of your business information that does not otherwise qualify as a "trade secret".

## Federal, State And Local Incentives Available For Businesses

Robert C. Bramlette



### ***DON'T FORGET....***

There are many federal, state, and local incentives available for businesses. As you are wrapping up 2013 and planning for 2014, consider what incentives may be available. The following are a few examples that may be of help.

### ***Work Opportunity Tax Credit (WOTC) - HIRE A VET!***

The American Taxpayer Relief Act of 2012 extended WOTC for taxable employers hiring qualified veterans before January 1, 2014. Qualified veterans include an individual who: (i) has served on active duty (not including training) for more than 180 days or who has been discharged or released from active duty for a service related disability and (ii) has not had a period of active duty (not including training) of more than 90 days that ended during the 60 day period ending on the hiring date.

For example, the company who employs a veteran who has been unemployed for at least 4 weeks, but less than 6 months in the year prior to being hired and who worked at least 120 hours, but less than 400 hours during the employer's tax year is entitled to a credit of 25% of up to \$6,000 of the first year wages (i.e., a credit of up to \$1500). If the veteran worked at least 400 hours during the employer's tax year, then the employer would receive a credit of 40% of up to \$12,000 of the first year wages (i.e., a credit of up to \$2,400).

If the veteran had aggregate periods of unemployment of 6 months or more in the year prior to being hired, then the employer would be entitled to a maximum credit of

up to \$3,500 or 25% of the first year wages up to \$14,000 if the veteran worked at least 120 hours but less than 400 hours during the employer's tax year. If the veteran worked at least 400 hours during the employer's tax year, then the employer would receive a credit of 40% of up to \$14,000 of the first year wages (i.e., a credit of up to \$5,600).

Taxable employers may claim the WOTC as a general business credit against their income tax.

The employer must request and be issued a certification from the state workforce agency confirming that the employee is a qualified veteran. The certification must be received before the individual begins work or on or before the day that you offer the individual the job.

### ***State Incentives***

Indiana offers a variety of tax credits for businesses that:

1. Create new jobs performed by employees in Indiana (EDGE program: Economic Development for a Growing Economy). Credits are calculated as a percentage of payroll tax withholdings and may be awarded for up to 10 years; however, the credits are usually awarded for 5 - 7 years.
2. Train their workforce (SEF program). Training may be for (a) transferable skills such as computer skills, welding, and blueprint reading; (b) company specific skills; and (c) quality assurance skills. Manufacturing companies, distribution centers, and regional headquarters may qualify for reimbursements for up to \$200,000 for existing workers and supplemental grants may be available for new employees.

3. Make a venture capital investment in an Indiana business (VCITC program). Individuals or entities may apply for credits which may be used for a period not to exceed 5 taxable years; and
4. Remodel or rehabilitate facilities in industrial recovery sites that have been in service for at least 20 years and have at least 250,000 interior square feet that has been at least 75% vacant for 2 years or more.

Once applications and supporting materials are provided to the Indiana Economic Development Corporation, a decision is usually rendered within 10 business days.

Illinois has similar programs. In order to qualify for the Illinois EDGE program, the project must:

1. Have the potential to export manufacturing or services out of Illinois.
2. Expand an existing operation or locate to a new site.
3. For companies with less than 100 employees, a capital investment of at least \$1 million is required.
4. Create at least 5 new jobs. The tax credits, which equal the amount of the state income taxes withheld from the salaries of the employees in the newly created jobs, cannot be larger than the firm's Illinois state income tax to be paid over a period not to exceed 10 years.

Illinois also offers various loan programs, including Advantage Illinois (helps entrepreneurs access capital for new and expanding businesses) and Enterprise Zone (extends favorable interest rates for

businesses locating in or expanding in one of 95 Illinois sites).

### ***TIF Districts***

Various communities create tax increment financing districts to attract new development. While retailers do not qualify for some state incentives, they are very attractive to local communities who are looking for sales tax revenue.

Once the district is created, the future property taxes that are in excess of the base year taxes start to accumulate into a fund. The base year taxes are still collected and allocated to the various taxing bodies each year. The excess taxes are accumulated each year in the fund.

In Flossmoor, Illinois, which is located about 40 minutes south of downtown Chicago, the Village accumulated \$2.3 million of funds which were used for roads, sewer and water, property acquisition, professional fees, and other various expenses in the Meier development of a multi-acre site near Crawford Avenue and Cicero.

In Munster, Indiana, a TIF district has been established to assist in the development of a proposed commercial and residential multi-acre site.

### ***Practice Tip:***

As with many local communities, the local village staff is available to help the developer prepare the Concept Phase Documents (e.g., site plan, building rendering). The Village Planning Commission and Zoning Board normally takes about 30 days.



## To Apportion, Or Not To Apportion, That Is The Question

Tina M. Paries



Under Illinois law, the general requirements for a valid mechanics lien claim are that the lien must first “attach” to a property (which occurs at the time of contracting) and then the lien must be “perfected” by, among other things, recording it with the recorder of deeds within four months of the date of last performance. When a contractor completes performance of a single contract on a single property, the contractor need only record one mechanics lien on that particular property to preserve his or her lien rights. When a contractor completes performance of a single contract on a single property divided into multiple condominium units, however, the age old question of whether the contractor is required to apportion the lien amongst those units comes into play.

The Illinois Mechanics Lien Act (the “Lien Act”) allows a contractor to assert a “blanket” lien claim on multiple parcels of land without requiring an apportionment of the total claim among the specific parcels. Nor does the Act require a contractor to even identify those multiple parcels in its recorded lien claim. Despite this, Illinois courts have over the years imposed such a requirement where there is evidence that work on some of the parcels had been completed more than four months before the filing of the lien claim. Although the number of multi-unit condominium buildings constructed over the last several years has increased, the rule to apportion has been applied in very few cases.

In one such case, a contractor provided labor and materials to construct a 33-unit

townhouse project and recorded a blanket lien on the entire project. When the contractor sought to foreclose its lien, certain townhome purchasers sought dismissal arguing that the lien was invalid because the contractor did not apportion it between the various parcels.

In its analysis, the court acknowledged the primary purpose of the Lien Act is to protect contractors who furnish material or labor for the construction of a building, but it also acknowledged that requirements for perfecting a lien under the Lien Act are meant to protect third parties from purchasing or financing real property without being aware that it is being encumbered. In addition, because the construction of a condominium building changes the character of the land from a single parcel of land to multiple units, the court found that the Lien Act must be applied in connection with the Illinois Condominium Property Act (the “Condominium Act”), which comes into play once the condominium declaration is recorded. Based on its reading of the Lien Act and the Condominium Act, the court articulated four different fact patterns in which a contractor may have to apportion his or her lien claim to sufficiently protect a third party purchaser:

1. The declaration is recorded, developer and contractor enter into contract, contractor records its lien and then third parties purchase condominium units - **Apportionment is Required.**
2. The declaration is recorded, the developer and contractor enter into a contract, third parties purchase the condominium units and then contractor records its lien - **Apportionment is Required.**
3. The developer and contractor enter into a contract, the declaration is recorded,

the contractor records its lien and then third parties purchase condominium units - **Apportionment is Not Required.**

4. The developer and contractor enter into a contract, the declaration is recorded, third parties purchase condominium units and then the contractor records its lien - **Apportionment is Required.**

The court ultimately denied the townhome purchasers' request for dismissal and found the blanket lien to be sufficient because there had been no evidence presented that the townhomes were purchased prior to the recording of the lien or that the contractor performed its work outside the four-month period.

The court's analysis, however, presents a unique set of issues for contractors who perform work on condominium projects. It is thus important to consult with an attorney before asserting such a lien claim.

### **Bryce Downey & Lenkov Is Growing!**

Bryce Downey & Lenkov is pleased to welcome two new associate attorneys.



**Maital Savin** focuses her practice in civil litigation and workers' compensation defense. She has represented all types of employers, obtaining favorable results in numerous high-exposure claims and was recognized for successfully obtaining a "take nothing" arbitration decision in her client's favor.



**Kunal Ganti** concentrates his practice in workers' compensation. He has successfully tried and argued cases before the Illinois Workers' Compensation

Commission and has substantial experience practicing before the Illinois Circuit and Appellate Courts.

### **Recent Awards & Accolades**

#### **Rich Lenkov:** **2013 NIU Alumnus of the year**



The Alumni Council of the Northern Illinois University College of Law Alumni Association annually bestows its Alumnus/a of the Year Award to graduates who have made outstanding achievements in their career and for their dedication to the College of Law. The honor is given to the Alumnus for demonstrating service to their community or profession, outstanding professional accomplishments and consistent professional integrity.

#### **Alec J. Miller** **2013 Telly Award Recipient**



Alec Miller won 2013 Telly Award for his children's show, Butterscotch's Playground. The show stars Greg Page, the original, yellow Wiggle, from the children's phenomenon The Wiggles. Butterscotch's Playground is produced by Alec, Greg, and Vera Nackovic, another Chicago lawyer.

Alec is an entertainment lawyer with Bryce, Downey & Lenkov, LLC and a creator of branded children's entertainment.

#### **"Bryce goes from paralegal to firm management"**

Geoff Bryce was featured on the cover of the Chicago Daily Law Bulletin discussing his leadership and management style:



To read the full article, [visit Bryce Downey & Lenkov on Facebook](#) and be sure to “like” us to stay up-to-date on BDL news.

### Women in Commercial Real Estate

**Jeanne Hoffmann, Ioana Salajanu and Tina Paries** were featured in the annual **Women in Commercial Real Estate** magazine:



**Bryce Downey & Lenkov LLC**

**Jeanne M. Hoffmann**

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Jeanne concentrates her practice in business litigation and transactions, intellectual property and construction litigation. She has extensive experience handling diverse matters in both the state and federal courts and represents owners, architects, designers, developers, contractors and subcontractors in a variety of commercial disputes.

Bryce Downey & Lenkov was founded in 2001 by professionals from large Chicago law firms who are committed to providing world-class service but prefer a mid-sized firm setting. As a full service firm, our trial attorneys efficiently and professionally manage and present cases for resolution to juries, judges and arbitration panels.



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Tina focuses her practice on all aspects of construction and commercial litigation. Designated as an Illinois Super Lawyer Rising Star in construction law, she represents a wide variety of clients, including owners, developers, architects, general contractors and subcontractors in contract disputes, mechanics lien claims, construction defect claims, business torts, and insurance coverage.

Bryce Downey & Lenkov was founded in 2001 by professionals from large Chicago law firms who are committed to providing world-class service but prefer a mid-sized firm setting. As a full service firm, our trial attorneys efficiently and professionally manage and present cases for resolution to juries, judges and arbitration panels.



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Ioana has substantial experience in commercial litigation, currently focusing on commercial foreclosures. Her work concentrates on work out resolutions for commercial property owners with their creditors, including financial workouts targeting release or diminishing of personal liabilities, loan restructuring, and or dispositions of distressed assets.

Bryce Downey & Lenkov was founded in 2001 by professionals from large Chicago law firms who are committed to providing world-class service but prefer a mid-sized firm setting. As a full service firm, our trial attorneys efficiently and professionally manage and present cases for resolution to juries, judges and arbitration panels.

### Tina Paries - ChicaGO Green 2014

ChicaGO Green is an annual education conference informing the construction industry on the latest sustainable building methods, renewable energy solutions, building codes & standards, safety and innovative technologies. This year Tina Paries will be presenting “**Green Buildings: Managing your Legal Risks**” to industry leaders. The keynote presentation will be “Sustainable Chicago 2015” Plan as it specifically pertains to Construction, Energy Efficiency and Economic Development, presented by Mayor Rahm Emanuel (or) Department of Buildings commissioner Michael Merchant, TBD.

The conference will be held this year on January 16, 2014 at the Donald E. Stephens Convention Center in Rosemont, Illinois.

## Giving Back

### Race Judicata 2013 5k!

Every year, Bryce Downey & Lenkov employees participate in Race Judicata in support of Chicago Volunteer Legal Services Foundation. CVLS is the first and pre-eminent pro bono civil legal aid provider in Chicago.

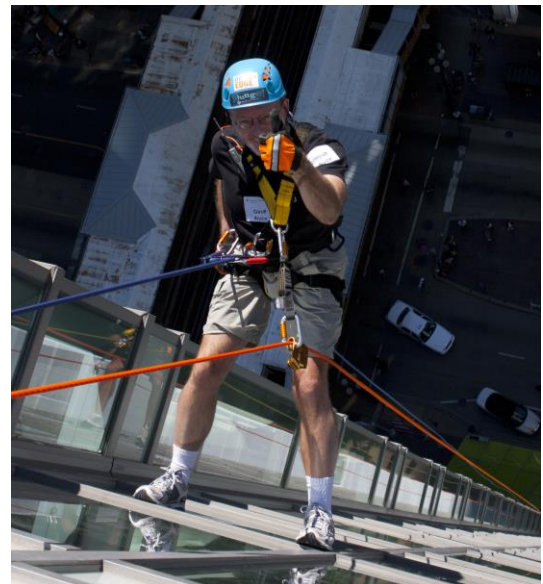


### Parent vs. Teachers Dodgeball Duel

Rich Lenkov captained the parents' team in the 1st Annual Agassiz Elementary School Parent vs. Teachers Dodgeball Duel. While the parent's team was defeated 7-4, the event raised a significant amount of money for the public school and was enjoyed by all.



### Skyline Plunge



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. On September 8, 2013, Geoff rappelled 27 stories to help raise awareness and funds for lung disease research, education and advocacy.

## 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
- Perdue 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: EEOC 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](mailto:gbryce@bdlfirm.com) or Jeanne Hoffmann [jhoffmann@bdlfirm.com](mailto:jhoffmann@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

*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 or Jeanne Hoffmann at 312.327.0018. © Copyright 2013 by Bryce Downey & Lenkov LLC, all rights reserved.*

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