

February 2002

O & C Stays in the Thick of It

At O'Donnell & Clark LLP, we like to say sometimes that we are "in the Private Practice of Law Practicing Public Law," or that "We Fight City Hall (and State Agencies, and the Feds)" or that "We Sue the Government." These are all different ways of saying the same thing. Both Mark and Kelly have decades of experience in, around, and against government. Our associate lawyers have impressive resumes in public policy. Because of this and because of our record of success in handling matters of public questions, we are frequently called upon by our clients to negotiate, or litigate, with government agencies.

Recently, for example, Kelly Clark, Ross Day and Eric Winters represented US Term Limits and Oregon Term Limits to defend the 1994 Term Limits Initiative against attack by a group of former legislators who wanted to remain in office longer than the term limits would allow. That case involved the troubling and evolving practice by the Oregon Supreme Court of invalidating citizen approved initiatives using hyper-technical provisions of the Constitution never applied before. Because of this troubling trend, we enthusiastically intervened and fought the good fight (see article on page five). Along similar lines, we filed a Friend of the Court Brief at the Supreme Court in the Measure 7 Property Rights Initiative, a case that, at the time of this newsletter, is still pending in the Supreme Court.

Not that our public sector work is limited to the litigation end of our practice. Just last year, for example, Mark O'Donnell and Matt Lowe, on behalf of the Oregon Lodging Association, used Mark's considerable negotiating skills to work out an acceptable financing package on the new Convention Center expansion. Mark's work involved going head-to-head with the Mayor and the City to get a fair deal for the hospitality industry, and we are pretty sure the City does not want to do that again anytime soon.

More recently you may have read about the City's so-called "Healthy Streams Initiative", which is a very aggressive plan to freeze and restrict the uses of property by some thirteen thousand residential property owners throughout the Portland area. Parts of the initiative are so bad that they essentially lock a residential property owner into their existing foot print – and forbid any alteration forever. United We Stand Foundation, a coalition of homeowners, have asked Kelly Clark and Kristian Roggendorf to try to derail that ordinance, either before it is passed, through negotiation and public pressure, or after it passes, in the courts (see article on page four). We are proud to take on this fight against one of the more draconian pieces of legislation to come along in a while. (As a side observation, does it not seem ironic that Oregon courts, and Oregon governments, are so sensitive and protective of certain civil liberties – e.g., freedom of expression, such as we see in the adult entertainment industry, or the freedom from search, seizure, or interrogation such as we saw

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Campaign Contribution Pitfalls By Ross Day



With the turn of the calendar to 2002 comes the beginning of what promises to be an exciting election season in Oregon. Oregonians are being asked to choose a new Governor, select a U.S. Senator, and pick a person to lead Oregon's public schools. Also, this is the first election since the new legislative districts were drawn, so control of the Oregon Legislature is also at stake. Because of the importance of the elections, it is very likely you will be asked to make a contribution to one or more of these campaigns. This article is a primer on the federal and state contribution laws.

Most people are not aware that there are federal and state contribution laws. The laws applicable to your contribution depend on the candidate you are contributing to, and whether he or she is a candidate for state or for federal office.

The distinction is an important one for a simple reason, federal law imposes limits on the amounts you can contribute. Specifically, federal law allows contributions of \$1,000 per "person" (including corporations) per election cycle. In other words, for a U.S. Senate campaign, you or your company can give \$1,000 for the primary election and \$1,000 for the general election. The same rules apply for campaigns for U.S. Congress. Finally, Political Action Committee (PAC) contributions are subject to limits, although these limits are slightly higher than the limits set for individual contributions.

For contributions to state candidates, there are no contribution limits. However, there are some aspects of making a contribution or volunteering on a campaign of which you should be aware. First, Oregon law provides an incentive to make political contributions called the Oregon Political Tax Credit. You can take a credit up to \$50 for a contribution made to a qualifying political committee. Second, if you provide anything of value to a campaign, such as volunteering services which you would otherwise charge for (accounting services, legal services, consulting services, etc.) the candidate must report the value as an in-kind contribution.

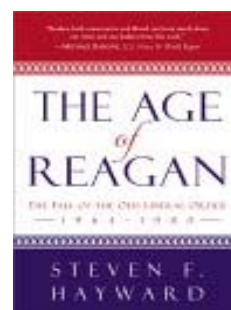
The campaign finance laws of Oregon, and the United States, may present unfortunate results from an otherwise innocent contribution. If you have any questions about the campaign finance laws, and their applicability to you, please contact us to review your situation.



On November 29, 2001, O'Donnell & Clark LLP welcomed guest speaker and author of "The Age of Reagan", Steven Hayward. Mr. Hayward spoke briefly over dinner at the Monarch Hotel about his book and the surrounding political impact of the subject matter.

Mr. Hayward entertained wonderful questions from many of the 150 or so dinner guests.

A very special "Thank You" to all of you who joined us at the dinner. Your presence, attention and conversation made for an enjoyable night. Look for another special event featuring a guest speaker from O & C this Fall.



**The Call to Duty
The Rights and Obligations of Employers under the Military Leave Law
By Matthew Lowe**

In the wake of the terror that has gripped the United States of America, and indeed the world, for the past two months, both as a result of the terrorist hijacking and the anthrax scare, more and more Americans are expected to take up arms in the defense of our country, both at home and abroad. Already you may have been faced with an employee who is a member of the National Guard or Reserve being called up to duty, forcing you to consider your rights and responsibilities with respect to this employee's future employment at your facility. The federal law governing this area is called the Uniformed Services Employment and Reemployment Rights Act. While the basic idea of the law is fairly straightforward, it is very important that you carefully follow its requirements which range from the obvious and expected to the not-so-obvious and quite unexpected. This article will give you a very brief overview of this law highlighting some of the most fundamental parts of the surprisingly complex military leave law.

So let's say that Janet, your front desk manager, is a member of the Oregon Army Reserve. Janet comes to you one day and says that she just received a phone call from the Army and has been called to active duty effective in 48 hours. Janet has no paperwork yet and you were not even aware that Janet served in the Army Reserve. This does not matter. The law is that Janet must give you "advance written or verbal notice" that she is leaving her employment for active duty. In some instances Janet would not even have to give any notice "if the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable." As you can see, Janet has a great deal of flexibility in this regard.

Okay, so Janet goes off to serve in the military. Since you cannot run your business without a front desk manager, you hire someone to replace her. Two years go by with no word from Janet. Then, one day you receive a letter from Janet telling you that her tour of duty is finished and that she would like to return to work in two weeks. The law says that Janet's service can last up to five years during which time, with some exceptions, she is entitled to get her job back as front desk manager with all benefits that she previously had. More specifically, the law states that if the person whose period of service in the uniformed services was for more than 90 days, you must place that person:

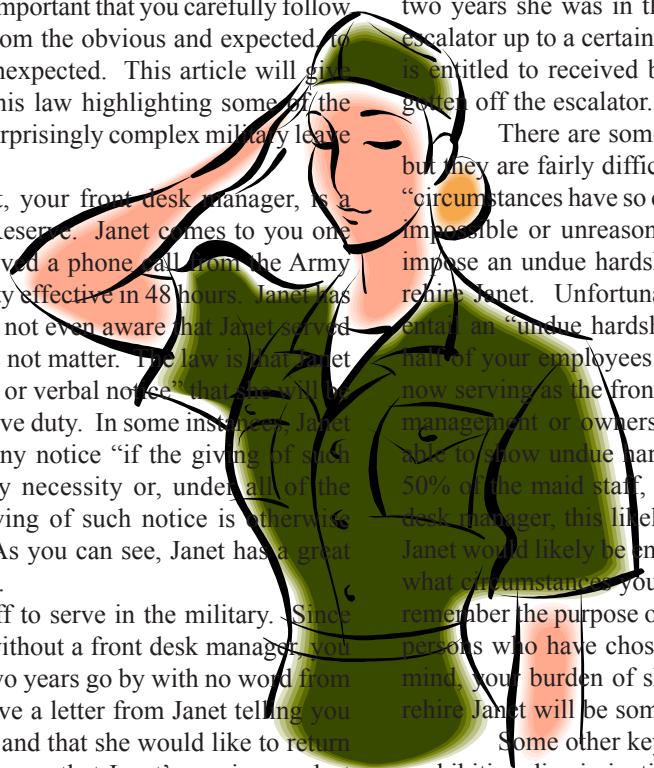
- (A) in the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, or a position of like seniority, status and pay, the duties of which the person is qualified to perform; or
- (B) in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status and pay, the duties of which the person is qualified to perform, only if the person is not qualified to perform the duties of a position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

In short, this means that if Janet had served as the front desk manager for the past two years without going into the military, she is entitled to receive the benefit of all pay increases, benefit increases and promotions as if she had never left. Therefore, if Janet was allowed two weeks paid vacation before she left employment, and had she stayed, Janet would have been entitled to a third week, she will be entitled to three weeks paid vacation per year upon her return. In general, the law as it relates to benefits operates on the "escalator principle." Say that Janet was at the bottom of the "employment" escalator when she left her job. If she had continued working during the two years she was in the military, she would have ridden the escalator up to a certain level. When Janet returns to work, she is entitled to receive benefits and wages as if she had never gotten off the escalator.

There are some exceptions to the rule about rehiring but they are fairly difficult to meet. If you can show that your "circumstances have so changed as to make such re-employment impossible or unreasonable," or if "such employment would impose an undue hardship" on you, then you will not have to rehire Janet. Unfortunately, it is unclear exactly what would constitute an "undue hardship." It may be that you have laid off half of your employees for economic reasons and that you are now serving as the front desk manager in addition to your other management or ownership roles. In that case, you might be able to show undue hardship. However, if you have cut back 50% of the maid staff, but still have a person serving as front desk manager, this likely would not show undue hardship and Janet would likely be entitled to get her job back. Regardless of what circumstances you will be able to show, it is important to remember the purpose of this law which is not to penalize those persons who have chosen to serve their country. With that in mind, your burden of showing circumstances sufficient to not rehire Janet will be somewhat difficult.

Some other key aspects of this law include provisions prohibiting discrimination in hiring, promotion, or firing by an employer on the basis of a person's military status; the requirement that, under most circumstances, a returning employee cannot be terminated from employment for one year without cause; and detailed requirements pertaining to an employee who was injured while serving time in the military. You should also note that the law applies not only those persons called to active duty while serving in the Reserve or National Guard, but to those persons who choose to voluntarily enlist in the military as well. Furthermore, the military leave law applies to all employers, large or small.

As always, the application of any law is highly dependent on the factual circumstances at issue. In the event you are faced with this issue, we recommend that you discuss your rights and duties as an employer with your attorney to make sure that you are in compliance with the law. While it may appear to be a simple matter, addressing the issue up front might save you the costs of defending yourself in a lawsuit down the road. You can reach the author at 503-306-0224 or via email at mattl@oandc.com.



WHEN STOPPING A “TAKE” BECOMES A “TAKING”

By Kristian Roggendorf

With Portland’s so-called “Healthy Streams” Initiative, local homeowners who do not live anywhere near a stream are feeling the sting of the listing of chinook salmon and steelhead trout under the Endangered Species Act.

First, let’s get our terms straight—because the title of this article is undoubtedly confusing, a few definitions are in order.

The Endangered Species Act (ESA) prohibits any “take” of an endangered species or of an endangered “distinct population segment” of a species. To “take” means “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect” or damage the habitat of any species listed by the Act. The ESA also allows animals that are in jeopardy of becoming endangered to be listed as “threatened.” “Threatened” means “likely to become an endangered species within the foreseeable future.”

The Lower Columbia River chinook salmon and steelhead trout are distinct population segments that are not faring well in the urban tributaries of the Lower Columbia but are otherwise thriving elsewhere along the western coast of the United States. Lower Columbia chinook and steelhead were therefore listed as threatened by the National Marine Fisheries Service (NMFS) on June 20, 2000.

A constitutional “taking,” on the other hand, occurs when the government grabs your property, whether by regulation or by physically occupying it.

So how does the fact that chinook and steelhead are now threatened amount to a taking of the property of Portland residents?

The threatened listing has allowed NMFS to “protect” chinook and steelhead through a procedure known as a “4(d) Rule,” which enables NMFS to use any of the protections available for endangered species under the ESA. Most importantly, the 4(d) Rule for salmon and steelhead issued by NMFS in 2000 requires local governments to enact ordinances that protect the habitat of the threatened fish. This, then, is where the ESA starts burdening urban landowners the same way it has crushed rural landowners for the last 20 years.

Neither the ESA itself nor the rules put out by NMFS tells municipalities how to accomplish all of this. The 4(d) Rule just mandates that all of us “protect” fish. This means individuals, cities, and counties. Local governments are in fact **liable** for any habitat destruction or “take” caused by activities for which the localities grant permits, including building and zoning decisions.

Unfortunately, in its typically heavy-handed approach, Portland has developed its “Healthy Streams Initiative.” This proposed monstrosity of a law expands “conservation” and “preservation” zone overlays, and toughens the regulations. The product of two years of closed-door legal alchemy, the City’s “draft” proposal covers over 14,500 properties in the general vicinity of Johnson, Tryon, Balch, and Fanno Creeks, and the Columbia Slough, plus many properties in Northwest Portland and the Portland West Hills that eventually drain into the Willamette River.

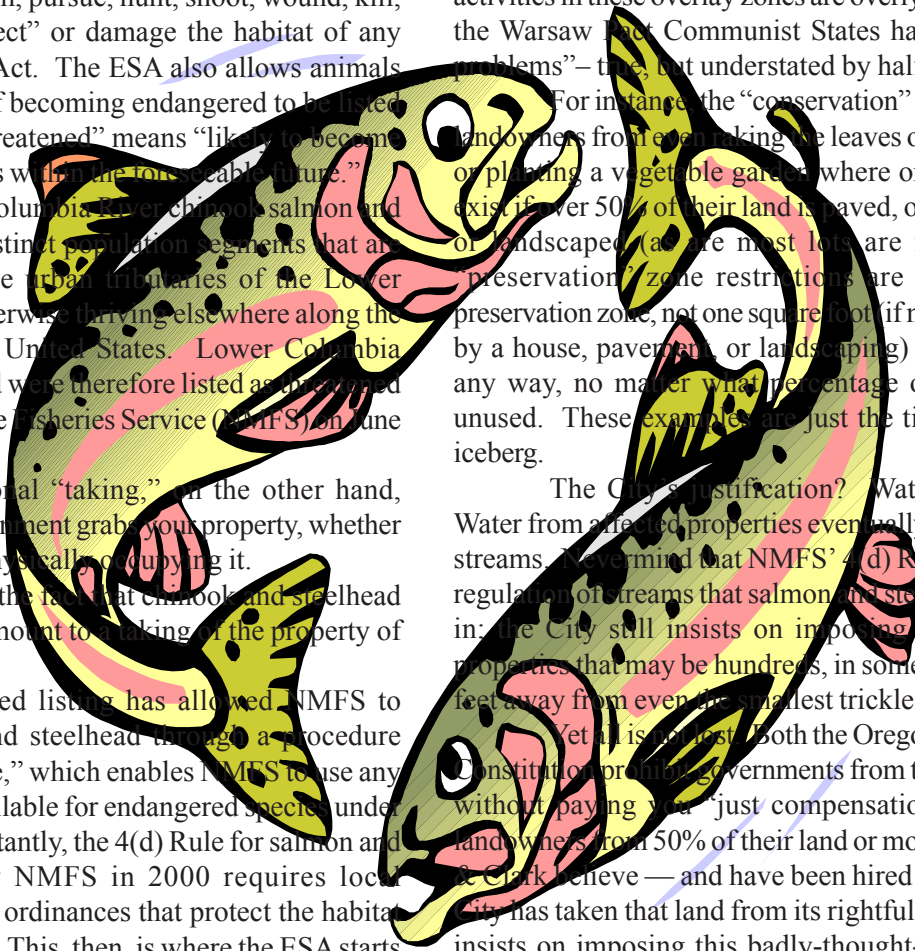
Saying that the proposed regulations governing activities in these overlay zones are overly broad is like saying the Warsaw Pact Communist States had “some economic problems” — true, but understated by half!

For instance, the “conservation” zone would prohibit landowners from even taking the leaves on 50% of their land, or planting a vegetable garden where one does not already exist if over 50% of their land is paved, occupied by a house, or landscaped (as are most lots here in Portland). The “preservation” zone restrictions are far worse. In the preservation zone, not one square foot (if not currently covered by a house, pavement, or landscaping) can be disturbed in any way, no matter what percentage of your property is unused. These examples are just the tip of the proverbial iceberg.

The City’s justification? Water flows downhill. Water from affected properties eventually runs into the listed streams. Determined that NMFS’ 4(d) Rule does not require regulation of streams that salmon and steelhead cannot swim in, the City still insists on imposing the regulations on properties that may be hundreds, in some cases thousands of feet away from even the smallest trickle.

Yet it is not just. Both the Oregon and United States Constitutions forbid governments from taking your property without paying you “just compensation.” By excluding landowners from 50% of their land or more, we at O’Donnell & Clark believe — and have been hired to prove — that the City has taken that land from its rightful owners. If the City insists on imposing this badly-thought-out scheme on the citizens of Portland, we will fight to see that the City pays for the land it is taking with its “stream scheme.”

Our client, the United We Stand Foundation, is leading the charge against this wrong-headed and unfair regulation, and we are proud to represent them in this fight. Everyone cares about the environment and salmon in the Northwest. However, principles of fairness and our Constitutions require the City to pay for what it takes. If “it” — protecting fish — is worth taking someone’s property to benefit society at large, then “it” is worth paying for. Justice demands it.



Who Owns the Constitution? Term Limits, Measure 7, and the Oregon Supreme Court By Kelly Clark



“Term Limits Overturned by State Supreme Court” screamed the Oregonian headlines in mid-January. “Trial Judge Strikes Down Property Rights Measure 7” read the headline from the Salem Statesman Journal last Summer. “Supreme Court to Hear Constitutional Challenge to Measure 7 Property Rights Initiative” was the follow-up in the Fall.

You may be reading these stories closely, or only glancing at the headlines, but by now most civic-minded Oregonians know that the Oregon Supreme Court over the last several years has become involved in a big way in reviewing citizen-sponsored and initiated constitutional amendments. With alarming regularity and a near-flippant attitude toward the will of the people as expressed in the Initiative, the Supreme Court, and the Oregon Court of Appeals, have invalidated half a dozen constitutional amendments, always using the hyper-technical reasoning that the initiative contained more than one constitutional subject or amended the constitution in more than one particular, and therefore is invalid in its entirety. These are the so-called “single subject” and “multiple amendment” rules. In making these rulings, the courts are always careful to point out that they are “expressing no opinion on the merits” but are merely “enforcing the constitutional process” for citizen-sponsored initiative amendments. Hmmm.

We recently handled both the Term Limits case – on behalf of the Term Limits sponsors – as well as filed a Friend of the Court brief in the Measure 7 case on behalf of the property rights measure. Now, I confess to occasional personal doubts about the wisdom of the term limits policy. But as a long time observer and player in Oregon politics and Oregon constitutional jurisprudence, over the last several years I have become incensed as I have watched the courts engage in what strikes me as a pure power grab – striking down initiated amendments that had received overwhelming support from the people, and doing so through technical provisions of the Constitution that had seldom, if ever before, been used in the nearly one hundred year history of the Initiative.

Now, while the courts, especially the Supreme Court, would vigorously deny any political, philosophical or partisan bias, I remain a sceptic. I say this not to impugn the integrity of any sitting judge or justice, who undoubtedly believes that he is unbiased and neutral. But, the fact is that the Judiciary is part of the political Establishment, and the Establishment has a bias, a prejudice: the Establishment loathes the Initiative.

As a legislator over a decade ago, I was constantly amazed at how any piece of legislation with “sharp edges” – that is to say any legislation which really rocked the status quo – ran into a quick death in the legislative process. What would come out would be some “moderate” version of the previously radical or conservative legislation. The Initiative process yields no such softening. It offers extremes, both from the Left and the Right. It is supposed to do that. That was its original purpose: To get around an entrenched political Establishment. But the Judiciary, the Legislature, the newspapers, big business, the unions and the academies – The Establishment – dislike such end runs because they cannot control them.

So the Judiciary, that old and faithful friend of the Establishment, has taken the side of the Establishment against the voice of the Common Man spoken through the Initiative, and has taken the Constitution away from him. The slight of hand approach – using technical provisions of the Constitution to invalidate substantive policy choices made by the people – offends my deep reverence for the integrity of our justice system; the judicial power grab violates every foundational principle of our constitutional democracy; and the fact that the political Establishment is having its way at the expense of the Common Man enrages my sense of justice.

At this law firm, we plan to continue to fight these battles anywhere and anytime we can. We invite you to join us however and whenever you can.

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A Brief Guide To Protecting Against The Perils of Check Fraud

By Matthew Lowe

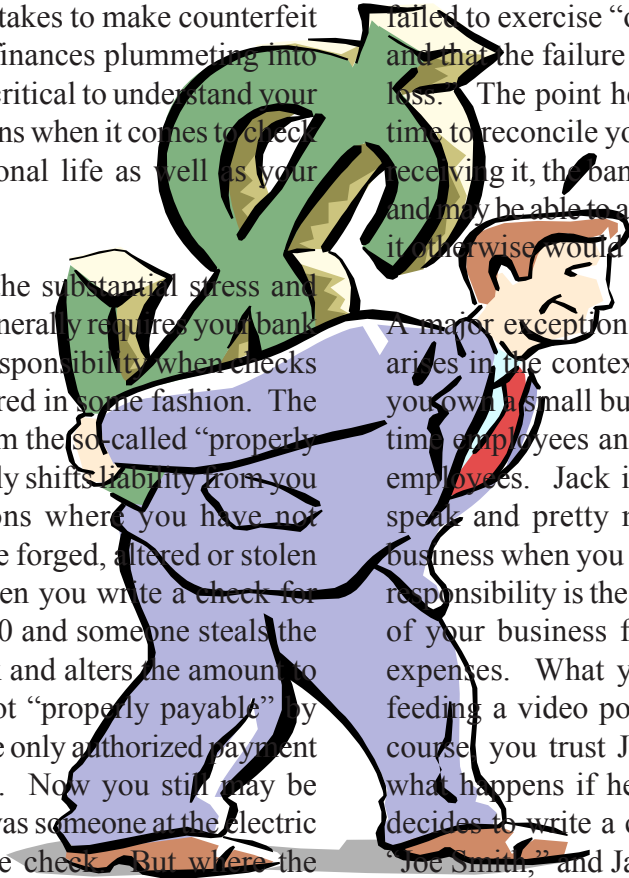
Check fraud comes in many forms and may be committed by someone inside your business, or outside. It is now easier than ever to commit check fraud given the technological tools readily available to these “fraudsters.” Once a person has obtained your bank account information from a stolen check, or even by going through your garbage, a click of the mouse might be all it takes to make counterfeit checks and to send your finances plummeting into disarray. Therefore, it is critical to understand your rights, risks, and obligations when it comes to check fraud, both in your personal life as well as your business.

Fortunately, aside from the substantial stress and inconvenience, the law generally requires your bank to assume the financial responsibility when checks are stolen, forged, or altered in some fashion. The bank’s liability arises from the so-called “properly payable” rule which simply shifts liability from you to your bank in situations where you have not authorized payment of the forged, altered or stolen check. For example, when you write a check for the electric bill for \$50.00 and someone steals the check from your mailbox and alters the amount to \$500.00, this check is not “properly payable” by the bank because you have only authorized payment in the amount of \$50.00. Now you still may be liable for the \$50.00 if it was someone at the electric company who altered the check. But where the check was stolen by a third party who altered the amount or otherwise committed some act of check fraud, the bank will generally be liable for reimbursing you for the full amount that was paid out under that check.

Unfortunately, with any “general rule” there are bound to be exceptions and limitations. In the context of check fraud, these exceptions and limitations can be devastating for business owners, particularly in circumstances where you have authorized a trusted employee to write checks on behalf of your business. In such instances, the liability for check fraud can, and often does, shift from the bank to you.

A major limitation to the “properly payable” rule is the duty imposed upon bank customers under Oregon law (and most states) to check their bank statements each month and report any fraudulent activity. The key here is that you may waive your rights to seek reimbursement from the bank if you don’t report unauthorized activity that you “should reasonably have discovered” within 30 days after receiving your bank statement. Now, you may be able to shift at least some of that liability back to the bank, but you will have to show that the bank has failed to exercise “ordinary care in paying the item and that the failure substantially contributed to the loss.” The point here is that if you don’t take the time to reconcile your bank account promptly after receiving it, the bank may gain substantial leverage and may be able to avoid liability for the check which it otherwise would have had.

A major exception to the “properly payable” rule arises in the context of key employees. Let’s say you own a small business and have about eight full time employees and 10-15 part time and seasonal employees. Jack is your “right hand man” so to speak and pretty much has authority to run the business when you are not around. Included in this responsibility is the ability to write checks on behalf of your business for payroll, utilities, and other expenses. What you don’t know is that Jack is feeding a video poker habit of \$250 per day. Of course you trust Jack not to steal from you, but what happens if he does? What happens if Jack decides to write a check out to a fictional person, “Joe Smith,” and Jack then indorses the check and deposits it into his own account for use in his gambling activities? Under the law, such a check is actually considered “properly payable” because the check was drafted by an authorized employee who intended that the check be paid to this fictional person who has no actual interest in the check. Therefore, Oregon law shifts the liability back to you, Jack’s employer, under the theory that you were in the better position to have prevented this fraud than the bank. The same result comes about in situations where someone shows up impersonating “Joe Smith,” who may actually be a real person, and Jack gives “Joe Smith” the check. Again, Oregon



law places the financial liability on you, the business, and not the bank. Finally, you also bear the financial responsibility in cases where your trusted employee, Jack, steals and fraudulently indorses an incoming check.

How can you prevent this type of thing from happening? First of all, never let the person authorized to write the checks reconcile the bank account. If at all possible, you, the owner, or someone other than the employee authorized to write checks on behalf of the business, should reconcile the bank statements with the check book so that if someone from your business is involved in a fraudulent scheme, that person won't be able to cover it up and allow the 30 day time limit to pass. You should also be watching your business check book like a hawk, checking the log as often as possible to match entries in the log book with the check stubs and numbers. Again, this can be done by an employee, as long as it is not the same employee who writes the checks.

As for other fraudulent activity, the general standard under the law requires you to exercise "ordinary care" in keeping your check book and financial documents safe. This is not absolute. In other words, just because someone steals your check book does not mean that you did not exercise ordinary care. But if you leave your check book out on your desk for a passing employee or visitor to take, you likely will not have exercised ordinary care.

The practical reality is that you can't do everything. You will need to delegate responsibility and rely on someone like Jack to act on your behalf at certain times. However, in the end, you alone will provide your last and best layer of protection to avoid feeding Jack's habit and the financial risks and perils associated with check fraud. We also recommend contacting your insurance agent and discussing with him or her available insurance policies or endorsements to protect your business from employee fraud and misconduct. If you have any questions regarding any of this issues raised in this article, you should contact your legal advisor, your bank, or the author at 503-306-0224 or mattl@oandc.com.

O & C Stays in the Thick of It

(Article continued from Page 1)

when the City of Portland refused to cooperate with the FBI's terrorism investigation; yet other, less politically correct civil rights – e.g., property rights, gun rights, religious freedom – get no such heightened protection? Imagine the hue and cry that would arise if the City of Portland, instead of restricting the property rights of homeowners, proposed to similarly infringe upon, say, the free speech rights of 13,000 of its citizens!).

Kelly Clark, Matt Lowe and Ross Day are also doing good work on behalf of several political campaigns: O & C is counsel to Jack Roberts for Governor, Rob Kremer for Superintendent of Schools, and the House Republican Caucus, as well as a number of legislative campaigns.

We like helping clients in matters involving the public interest. We believe it to be important work. And we are good at it.



Director's Risk of Legal Liability
How to Protect Against It



Mark P. O'Donnell

Mark O'Donnell was recently published in the Oregon Society of Association Management News. A two-part article featured in the November/December 2000 and May/June 2001 editions of the OSAM News. An excerpt follows: *"Director" refers to a director of an Oregon nonprofit corporation exempt from taxation pursuant to IRC§501(c)(6). A director's potential liability in litigation does not simply arise because the corporation is liable. This liability arises because the director is charged with some breach of a duty that the director is alleged to owe to the corporation or some other third party.*"



Kelly W.G. Clark

Mr. O'Donnell identifies three different forms of lawsuits against Directors and the two primary duties in carrying out the obligations of a Director. The article further discusses how to protect Directors from legal liability by utilizing existing Acts, Rules, Laws and Policies. Please contact O'Donnell & Clark LLP if you would like a copy of this article.



Matthew Lowe

What We Can Do For You:

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- Business and Contract Lawsuits
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 - Property Rights, Free Speech and Freedom of Religion
 - Child Abuse and Child Sex Abuse Cases on behalf of Victims
- Election Law and Ballot Measures
- Real Property Cases and Litigation
- Employment Cases on behalf of Employers
- Wrongful Death and Serious Injury Cases
- Formation, Organization and Representation of
 - For-Profit Corporations, Limited Liability Companies and Partnerships
- All Aspects of Non-Profit and Tax Exempt Entities
- Business Insurance Coverage and Insurance Policy Review
- Asset Protection Planning, Risk Management and
 - Related Preventative Law Advice and Consultation
- All Aspects of Real Estate Acquisition, Sale and Development
- Tax-Free Exchanges and Real Estate Financing
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- Wills, Estate and Disability Planning
- Negotiation and Mediation of Business Disputes
- E-Commerce Law and Agreements
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Ross A. Day

What We Do Not Do, But Will Refer For You:

- Debtor Bankruptcy
- Criminal Law
- Domestic Relations and Family Law
- Juvenile Law



Kristian Roggendorf

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