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INTERNATIONAL SOCIETY OF PRIMERUS LAW FIRMS

FALL 2019

President's Podium: Setting Our Trajectory

Primerus Embraces a Bright Future

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Every lawyer in Primerus shares a commitment to a set of common values known as the Six Pillars:

Integrity
Excellent Work Product
Reasonable Fees
Continuing Legal Education
Civility
Community Service

For a full description of these values, please visit primerus.com.

About Our Cover

Primerus will be a bright light in the future of the global legal market. This year, Primerus has carried out a comprehensive long-range planning initiative, preparing for our exciting future.

Scan this with your smartphone to learn more about Primerus.

Primerus
The World's Finest Law Firms

Publisher & Editor in Chief: **John C. Buchanan**
Managing Editor: **Chad Sluss**

President's Podium

John C. Buchanan

Setting Our Trajectory

Throughout the summer, groups of Primerus members have been gathering for interactive video workshops to talk about Primerus – where we have been, where we are and most importantly, where we are going. While we are calling it a long-range strategic planning process, with the goal of developing a plan for the coming five years and beyond, it's really a chance to prepare for our exciting future.

We have left no topic unexplored. How can we work even harder to find the world's best small and mid-sized law firms and invite them to become part of Primerus? How can we enable every Primerus firm, every day, to live up to our exceedingly high standards? How can we work together to ensure we are using our gifts to serve our community's needs? How can we continue to find great clients and welcome them to the Primerus family, so they can develop meaningful relationships with our attorneys? How can we embrace the fast-changing world of technology to allow our firms to offer their clients the latest and best efficiencies? How can we continue our global expansion so that clients everywhere can have the best legal services, where and when they need them?

And the list goes on. It's been an energizing process, and I come to you with confidence to say this: Primerus' future is bright, and we're ready to embrace the many exciting opportunities in the global legal market in the coming years.

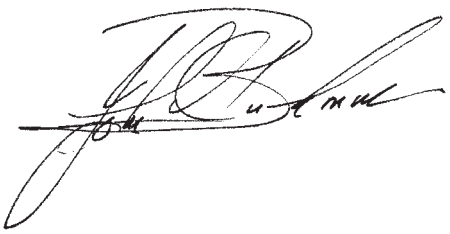
We started Primerus 27 years ago with a very noble mission. At a time when the esteem of the legal profession reached a low point, we wanted to educate the public on the value of our country's judicial system and the role that judges and lawyers play in protecting our freedoms and preserving our democracy. We wanted to uplift the profession and show that there are lawyers who hold themselves to the highest standards of integrity, quality and value. We did that, and we continue to do that.

As we look at where the legal profession is headed in the next five to ten years, Primerus fills an increasingly important role. In a global legal marketplace, Primerus is leading the way with what I like to call the "Primerus Advantage" – top quality lawyers, excellent work product, partner level services from a trusted advisor, responsiveness, excellent communication, reasonable fees and global resources with 170 law firms and 3,000 lawyers in 50 countries.

We set out to find the world's finest small and mid-sized firms and then showcase them, and the distinct advantage they offer, to great clients around the world. The average size of our law firms is 17 lawyers. That means our independent firms are able to offer clients personal relationships with their lawyers, while also offering close connections with other high-quality firms all around the world. We allow the small firm to truly go global, and to pass on all the advantages of that to their clients. It's working, and as you will read in the article on page 5, clients take notice and embrace it.

As we look at where the legal profession is headed in the next five to ten years, Primerus fills an increasingly important role. In a global legal marketplace, Primerus is leading the way with what I like to call the "Primerus Advantage."

Primerus is the way of the future. We can, indeed, be the largest and finest provider of legal services in the world. Twenty-seven years ago, nobody – myself included – could have imagined what we have become. And today, I believe nobody can imagine where we will end up. We welcome you along for the journey.



Primerus Embraces a Bright Future

When Asif Sayani, general counsel for Houston-based Pharm-Olam International, attended his first Primerus event this year, he knew it wouldn't be his last.

"I hope it was the first of many, because it was a wonderful event," Sayani said of the 2019 Primerus International Convocation, held in Miami in May.

Sayani praised the quality of the continuing legal education (CLE) offerings, as well as the Primerus members he met.

"What was most impressive to me was the caliber and the quality of people. In his opening remarks, Jack [Buchanan] talked about Primerus attorneys being 'good people who happen to be good lawyers.' That stuck with me," Sayani said. "I think everyone came in with this idea of shared camaraderie and growth and development."

Jayne Rothman, senior vice president and general counsel for Denver-based Vertafore, also heard the remarks that day, and had much the same reaction.

"I was overjoyed as a client in the audience when I heard [Buchanan] go through the principles of Primerus and the expectations of Primerus firms," she said. "It was music to my ears, and it wasn't just empty words. I could tell he believed it, and every attorney there believed it."

Sayani and Rothman are both leaders of the Association of Corporate Counsel International Legal Affairs Network (ACC ILAN), of which Primerus is the current sponsor.

The event they attended – the Primerus International Convocation – is just one example of the many opportunities Primerus provides for members and clients to come together to build valuable relationships.

This year, as Primerus carries out a comprehensive long-range strategic planning initiative, building and strengthening those member-client connections remains an important focus far into the future.

"As we look at where the legal profession is heading over the next five to ten years, we know that Primerus is well positioned to take advantage of many exciting opportunities," said Primerus

President and Founder John C. "Jack" Buchanan. "One of the reasons is that Primerus is and will always be committed to bringing together some of the world's finest attorneys with great clients."

Bringing Members and Clients Together

With Primerus playing the role of "matchmaker," Buchanan said, members and clients benefit. In a law firm climate in which many in-house counsel have been conditioned to turn first to big law firms, Primerus helps smaller, mid-sized firms compete. And by searching the world for the best small to mid-sized law firms, and vetting them for quality and value, Primerus saves clients the very difficult job of finding qualified firms.

The Primerus International Convocation, started in 2018, builds on a tradition that began when Primerus hosted the first Primerus Defense Institute Convocation in 2005. That event – like Primerus' client events today – brought together Primerus members and clients for recreational and social events, as well as CLE seminars.

"Back then, we had about 60 firms. Now we have 172. Back then, we had about 600 lawyers, now we have about 3,000. Back then, we were in two countries, the United States and Canada. Now we have firms in about 50 countries," Buchanan said. "We have become a very large and active community. We have held many client events for all our business and international institutes, hosting more than 700 major corporate clients over the years."

Many attendees have reported that these are not your typical high-pressure law firm networking gatherings. Instead, they are filled with highly relevant legal seminars and plenty of time for clients and attorneys to get to know one another personally and professionally, without the "business hustling" vibe of other events, Buchanan said.

"The PDI Convocation was fantastically successful in not only leveling the playing field for our members by attracting high quality 'big law' clients, but the members came through as true professionals in doing great work for the clients that retained them," he said. "This led to a lot of very happy clients over the years that helped build the Primerus reputation for quality and level the playing field for future work from 'big law' clients."

Rothman could be considered one of those happy clients after her experience in May. She had come to know some Primerus attorneys through her work with the ACC ILAN and was impressed with the quality of their attorneys. But attending the Convocation clinched the feeling.

"I was able to see [Primerus] up close and personal, and it has opened my eyes to the value that Primerus brings to in-house counsel like myself," she said. "Anyone who cares to listen, I have been talking about Primerus."

Leveling the Playing Field

This concept of "leveling the playing field," led to the development of one of the 12 teams of the long-range planning committee, recently developed to help address the major initiatives of Primerus as it plans for its future.

Teams are organized around the following topics: membership development, quality assurance, ethics and civility, community service, Primerus University (education), leveling the playing field, client development, Primerus community, resources (including technology), consulting and strategic services, global platform and building the Primerus brand. For more information about each of these, please see page 8.

Throughout the summer, around 60 Primerus members gathered for team interactive video workshops. Ideas gathered through those workshops, as well as roundtable discussions at the 2019 Primerus Global Conference, scheduled October 10-12 in San Diego, California, will form the basis of a five-year strategic vision for Primerus.

"We want to gather as many voices as possible throughout this process so that

our plan for the future is a consensus of member input," Buchanan said. "Members around the world have been very enthusiastic about participating, and we have been gathering a lot of great new and creative ideas."

Dale Thornsjo, attorney with Primerus Defense Institute member firm O'Meara, Leer, Wagner & Kohl, P.A. in Minneapolis, Minnesota, joined up with Richard Cohn of Primerus Business Law Institute member firm Earp Cohn P.C. in Cherry Hill, New Jersey, and Philadelphia, Pennsylvania, to lead the resources team.

The team discussed how Primerus can leverage economies of scale to equip member firms with state-of-the-art processes and tools needed to compete effectively and efficiently in the legal marketplace. This includes utilizing technology, legal project management, regulatory compliance, insurance, and firm and human resource management tools to deliver exceptional service at reasonable rates.

Technology and delivery of productivity are areas that are undergoing considerable change in the legal market – and that trend will only accelerate in the coming years, Thornsjo said.

Buchanan said Primerus is committed to utilizing the most innovative developments in the legal industry to elevate Primerus member firms' productivity for their clients. Primerus plans to equip its firms with the ability to creatively take advantage of legal market trends in artificial intelligence, alternative legal service providers, alternative billing, cyber security, electronic discovery, virtual law firms and globalization.

Thornsjo said leveraging the strengths of the 170 Primerus firms and their 3,000 high-quality lawyers located around the world is critical.

"It's like David versus Goliath, but when you have 170 Davids, Goliath seems small," Thornsjo said.

Primerus firms have many opportunities for collaboration – some already in use and some still unexplored.

"Primerus' leadership in technology will provide its member firms the opportunity to leverage economies of scale traditionally only enjoyed by BigLaw. The result will be a level playing field because we will use these same market power efficiencies to deliver our historically exceptional legal services," Thornsjo said. "We will have the best of both worlds – the efficiencies of BigLaw, while maintaining each members' independence and spirit at the core of each of their firms."

Ultimately, the goal is to provide the opportunity to move the needle in the national and international market while maintaining each members' individuality, he said.

"The vision being developed in the coming months and years can position my firm, and every other Primerus firm, on the national stage to better service clients with any level of legal need," Thornsjo said.

Continued Partnership for Success

Partnerships with clients and opportunities to build relationships will remain critical to that process. Sayani has already been asked to serve on a client advisory board to plan the 2020 International Summit in Washington, D.C.

And Rothman is looking forward to more opportunities to champion Primerus through the ACC ILAN and the ACC at large.

"Having been involved with ILAN for some time and being involved with other sponsors over the years, I have never seen such a great partner as Primerus has been to ILAN," she said. "Just their commitment and the responsiveness in their assistance, and the caliber of the attorneys they have in their network."

As a general counsel making hiring decisions about outside counsel, she said Primerus removes the guesswork because of their vetting process, and the resulting high quality of their member firms.

"You don't want to just have to go to the internet and cross your fingers," Rothman said. "It's great to have Primerus as a resource."

Primerus Develops Long-Range Strategic Plan

Primerus has been calling on members and partners from around the world for several months, inviting their input into a comprehensive long-range strategic planning initiative, designed to position Primerus for a bright future.

Using an effective team project management system to facilitate collaboration and communication, no area went unaddressed, with 12 teams gathering ideas in the following areas:

1

Membership Development:

Continuing to search for the world's finest law firms – the best of the best – and then encouraging them to join Primerus. With more high-quality firms in more places around the world, offering more specialized services, we can offer even greater value to our clients.

2

Quality Assurance:

Supporting all Primerus member firms so they can adhere to strict quality standards, allowing them to provide the best possible services to clients. This ensures that members and clients can rely on any Primerus firm without question, knowing they are among the world's finest.

3

Ethics and Civility:

Addressing the character of what makes a good lawyer, defining appropriate standards for ethics and civility, and then helping all Primerus members meet and exceed those standards. Primerus was founded to uplift the profession and help clients find lawyers who hold themselves to the highest standards of integrity, and we continue to do that today.

4 Community Service:

Developing ways to help Primerus firms better serve their communities and to collectively better serve the world, particularly the starving and underprivileged who so desperately need our help.

5 Primerus University:

Creating unique, global, educational opportunities for Primerus to teach lawyers how to practice law better, as well as teach clients about specific areas of law. Primerus members and clients can make a significant impact on the global legal profession by sharing and learning together.

6 Leveling the Playing Field:

Exploring ways to encourage clients to choose Primerus. By doing this, Primerus helps smaller law firms compete with big law firms. By searching for the world's best small to mid-sized law firms and continually vetting them for quality, Primerus helps clients with the difficult job of finding qualified law firms.

7 Client Development:

Spreading the message to clients everywhere that their best choice is retaining small and mid-sized high-quality law firms who collaborate in a society like Primerus.

8 Primerus Community:

Bolstering efforts for member firms and clients to connect and collaborate with each other, for the benefit of all.

9 Primerus Resources:

Focusing on everything that a firm needs to operate effectively and efficiently, including technology. By leveraging economies of scale, Primerus firms can compete more effectively in the marketplace, offering greater value to clients.

10 Consulting and Strategic Services:

Offering Primerus member benefits in areas including marketing, law firm management or law office administration. Any impact to the bottom line ensures more reasonable fees and greater value for clients.

11 Global Platform:

Growing Primerus' global footprint and providing a preeminent source of top-quality law firms to better serve clients everywhere, in a world that is rapidly becoming a single, global economy in a highly technological age.

12 Building the Brand:

Strategizing ways to expand the Primerus brand, so that around the world, the word "Primerus" is synonymous with high-quality legal services at reasonable fees.

Primerus members attending the 2019 Primerus Global Conference, October 10-12, will be invited to gather in roundtable conversations about each area. Stay tuned after that for more information about the final plan.

Lenders and Law Firms Breathe a Sigh of Relief as Supreme Court Limits Liability in Non-Judicial Foreclosures

Law firms and lenders involved in non-judicial foreclosures have been holding their breath as to whether the U.S. Supreme Court (SCOTUS) would include such action in the definition of a "debt collector" subject to the restrictions, requirements and penalties of the federal Fair Debt Collection Practices Act (FDCPA). The legal and lending industries can breathe a little easier as the Supreme Court recently released its decision in *Obduskey v. McCarthy & Holthus LLP (Obduskey)*, which specifically limited liability under the FDCPA in non-judicial foreclosure matters.

Jack Kubiszyn

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Analysis

In *Obduskey*, the plaintiff bought a home with funds received from a nationally recognized lender. The loan was secured by a mortgage on the property. When the plaintiff failed to make payments under the loan, the lender hired a law firm to foreclose under the mortgage. Notice was provided to the plaintiff that the lender would be pursuing its foreclosure rights under the mortgage. The plaintiff responded that it disputed the debt under the FDCPA. Rather than obtaining additional verification of the debt as required of debt collectors under the FDCPA, the attorney representing the lender moved forward with the non-judicial foreclosure. The plaintiff then filed a lawsuit in federal court alleging that the attorney representing the lender was a debt collector under the FDCPA and that the attorney's actions pursuing the non-judicial foreclosure violated the FDCPA.

The District Court dismissed the plaintiff's suit and held that the law firm handling the non-judicial foreclosure did not qualify as a debt collector under the FDCPA. This dismissal was affirmed on appeal and the SCOTUS elected to address this issue due to the various states' conflicting interpretation of the FDCPA's application to non-judicial foreclosure proceedings.

The SCOTUS first recognized that the FDCPA defines a debt collector as follows:

> The term "debt collector" means any person… in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another (Primary Definition).

If the Primary Definition was the only definition under the FDCPA, then parties handling foreclosures would clearly fall under its requirements. However, the FDCPA separately addresses foreclosure type situations as it goes on to provide:

> For purposes of section 1692f(6) of this title, such term [debt collector] also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests[1] (Limited Definition).

Since there was no dispute that the attorney was enforcing the lender's security interest, the sole issue before the SCOTUS was whether the action of enforcing the security interest by non-judicial foreclosure fell under the Primary Definition of a debt collector, and thus subject to the myriad of requirements and penalties under the FDCPA, or under the Limited Definition of a debt collector, and subject only to the limited requirements of section 1692f(6).

The SCOTUS concluded that the enforcement of a security interest by means of a non-judicial foreclosure action falls under the Limited Definition. The SCOTUS based its decision on three factors.

First, the plain language of the FDCPA dictates that enforcement of a security interest falls under the Limited Definition.

The additional definition of debt collector, which includes the word "also," indicates that an additional category was being created for certain types of debt enforcers. That is, certain types of debt collectors are given separate status under the FDCPA. If this was not the intent, adding the Limited Definition of debt collector under the FDCPA would have been superfluous – that is, if security-interest enforcers are covered by the Primary Definition, why would Congress have needed to say anything special about section 1692f(6)?

Next, the SCOTUS reasoned that Congress intended to treat the enforcement of security interests differently from general debt collection so as to avoid conflicts with the non-judicial foreclosure laws of individual states. To hold otherwise would potentially cause state-required procedures under foreclosure sales, such as advertising such foreclosure, to violate the requirements of the FDCPA. Considering that the purpose of advertising a foreclosure sale is to attract multiple bidders and the highest price possible – all benefits to the debtor – to hold that such requirement violates the FDCPA would defy common sense and would not carry out the intent of the applicable laws.

Finally, the SCOTUS reviewed the legislative history behind the FDCPA and noted that its history indicated a compromise for the Limited Definition to be included so as to cover security interest enforcement separately.

Conclusion

The Supreme Court's decision in *Obduskey* provides clarity to all states that attorneys handling non-judicial foreclosures on behalf of lenders do not qualify as debt collectors under the Primary Definition of the FDCPA. Thus, they are not required to comply with the vigorous requirements set forth in the FDCPA.

However, it is important to note that this decision does not give an attorney the unfettered right to engage in abusive debt collection practices as part of foreclosure proceedings. Compliance with the Limited Definition is still required. Plus, as Justice Sonia Sotomayor noted in her concurring opinion, the question decided by the SCOTUS only involved the limited and specific enforcement of the type of security interest before the Court and nothing in the opinion should be construed "to suggest that pursuing non-judicial foreclosure is a license to engage in abusive debt collection practices like repetitive nighttime phone calls; enforcing a security interest does not grant an actor blanket immunity from the Act." P

1 Section 1692f(6) prohibits a debt collector from taking limited actions, namely: Taking or threatening to take any non-judicial action to effect dispossession or disablement of property if-

(A) there is no present right to possession of the property claimed as collateral through an enforceable security interest;

(B) there is no present intention to take possession of the property; or

(C) the property is exempt by law from such dispossession or disablement.

Artificial Intelligence Previews Possible Future for Law Practice

In early 2016, the BakerHostetler law firm hired a new attorney with a most unusual résumé to join its bankruptcy practice. While this attorney did not graduate from a top-ranked law school, it did once famously defeat Ken Jennings at Jeopardy. Instead of having to bill 15 or more hours to collect and analyze caselaw across multiple jurisdictions to forge a comprehensive memo on a discreet issue, this new attorney could complete the task in mere seconds. Thorough document review? Done. Rote agreement drafting tasks? Data mining caselaw? At the snap of a partner's fingers. Discovery? Immediately. If serving clients is the purpose of law practice, this new attorney can help other lawyers do it better. Without ever meeting a client or entering a courtroom, this new attorney comes with potential to completely alter the legal profession's future.

But what about the human interaction between attorney and client, adversary, judge or jury? In order for this attorney to excel at human interaction, it would need to actually be human. This new attorney is ROSS Intelligence, a new form of artificial intelligence plotting its invasion of the legal field.[1]

Powered by IBM's Watson Cognitive Computing Technology, ROSS Intelligence is an online legal research tool harnessing the power of artificial intelligence to make legal research more insightful. It offers a platform optimized for natural language searches or "natural language processing," which tends to surface search results that better address user intent and the context of a query, leading to more efficient legal research. Though advances in other legal search engines boast similar features, any comparisons between ROSS and legal research stalwarts like Westlaw and LexisNexis end when introduced to ROSS's other features.

EVA is ROSS Intelligence's free-to-use brief analyzer. Within seconds of uploading a brief, EVA generates an analysis of all the cited cases, creating a list and giving each case a label saying whether it is still valid or has been overruled, questioned or superseded by subsequent cases. Users can even view the uploaded brief with hyperlinks added by EVA to all the cases, allowing for efficient transitions between the brief and full texts. While viewing the brief on EVA, users may come across a passage and seek supporting cases or other cases discussing the issue. EVA's "Find Similar Language" feature generates a list of cases with similar language, showing the case name and relevant text. EVA goes on to create a summary overview of the case targeted to the specific research query to determine whether the full case is relevant and actually worth reading. ROSS Intelligence additionally includes "Legal Memoranda on Demand," where users can request a legal memorandum from ROSS for deeper understanding of a legal issue or double-checking the work of another legal researcher. This option assists with more complex arguments and provides a next-level understanding of a specific issue.[2]

ROSS Intelligence was co-founded in 2015 by Jim Ovbiagele, Pargles Dall'Oglio and Andrew Arruda. Forbes named the trio to its "30 under 30: Law and Policy" list for 2017[3] and in 2018, CogX recognized ROSS Intelligence as the "Best AI Product in Legal" during its annual London awards ceremony.[4]

The new technology's influence resonates more profoundly than mere pomp and circumstance, however. Combining an initial $4.3 million seed investment by iNovia Capital and a partnership with the Vector Institute for artificial intelligence, ROSS Intelligence has cultivated roots with major institutions. Its current roster of law firms includes Latham & Watkins, Jackson Lewis and Pierce Bainbridge, while


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Vanderbilt, Penn State and Northwestern law schools are already incorporating the technology in their curricula. Showing no signs of slowing down, in 2018, ROSS Intelligence announced a $8.7 million Series A led by iNovia Capital.[5]

Nevertheless, the question remains as to how ROSS Intelligence actually performs in practice. Blue Hill Research pitted ROSS Intelligence against the two dominant legal research services, Westlaw and LexisNexis, in a study that assigned a panel of 16 experienced legal research professionals to research seven questions modeling real-world issues in federal bankruptcy law.[6] The findings indicated that the artificial intelligence legal research platform outperformed its competitors in finding relevant authorities, user satisfaction and confidence, and in research efficiency. "On every measure, ROSS outperformed the traditional tools evaluated," the report said. The study further found that there is a correlation between the effectiveness of the research tool and user perceptions. "Anecdotal responses…suggest that the ROSS tool's higher concentration of relevant authorities among initial search result positions played a role with the higher satisfaction with the ease of use and confidence." Blue Hill's study strongly suggested the availability for a positive business gain from investment in ROSS.

Along with its documented, superior legal research prowess, ROSS Intelligence's EVA brief analyzer tool shows great promise. Robert Ambrogi of LawSites witnessed a demonstration and afterward could never envision "again filing a brief or reviewing an opponent's brief without running it through EVA." He further stated, "I can't imagine why a lawyer wouldn't use EVA to analyze a brief, since it costs nothing to use and could potentially uncover weak citations or additional authorities," he added.[7]

As ROSS Intelligence continues its disruptive takeover of law practice, some point out that fully automated lawyering is presently just a notion premised more on science fiction than any real science, imminent or future.[8] A robot, after all, simply lacks the capability to serve as an attorney based on current and developing technologies. For example, although ROSS Intelligence can optimize legal research, it is unable to translate information into the nuanced briefs, motions, documents and letters regularly drafted by attorneys. It is similarly unable to find, investigate and verify facts and evidence while simultaneously evaluating relevancy. Finally, and most obviously, artificial intelligence lacks the proverbial human touch. The thought of two robots arguing a case before a court conjures a potential plot for a sci-fi thriller more than a reality. Only another real person can effectively connect with clients on an emotional level when listening, calming and empathy are required as much if not more so than an objective legal analysis.

An artificial intelligence apocalypse in the legal field may be far-fetched, but firms' increasing reliance on its utilization is not. ROSS Intelligence, its competitors and future artificial intelligence-based legal technology are transforming, and will continue to transform, the business of law practice.[9] While this may not lead to a widespread loss of jobs, attorneys will certainly be adapting to the arrival of automation. Artificial intelligence platforms can drastically reduce the amount of time it takes to review legal documents and conduct legal research to mere seconds, enabling cheaper, better and faster results for clients and halving a typical lawyer's work rate. As indicated in the Blue Hill study, this, in turn, can positively affect a firm's bottom line, helping them serve clients better. At the very least, this represents a significant iteration of the continuing evolution of legal research tools that began with the launch of the digital databases of authorities and have continued through developments in search technologies. P

1 Joe Patrice, *BakerHostetler Hires A.I. Lawyer, Ushers In The Legal Apocalypse, Above the Law* (May 12, 2016), abovethelaw.com/2016/05/bakerhostetler-hires-a-i-lawyer-ushers-in-the-legal-apocalypse/?rf=1.

2 Lawyerist.com, *Ross Intelligence Online Legal Research Review*, Lawyerist.com (*last updated* Dec. 6, 2018), lawyerist.com/technology/online-legal-research-tools/ross-intelligence/.

3 Forbes, *30 Under 30: Law and Policy*, Forbes (2017), forbes.com/pictures/fjle45eeelm/jimoh-ovbiagele-23-par/#302e25422deb.

4 Legal IT Professionals, *ROSS Intelligence Wins Best AI Product in Legal Award at CogX*, Legal IT Professionals (June 13, 2018), legalitprofessionals.com/global-news/10693-ross-intelligence-wins-best-ai-product-in-legal-award-at-cogx.

5 John Mannes, *Ross Intelligence lands $8.7M Series A to speed up legal research with AI*, Tech Crunch (December 28, 2017), techcrunch.com/2017/10/11/ross-intelligence-lands-8-7m-series-a-to-speed-up-legal-research-with-ai/.

6 Robert Ambrogi, *ROSS AI Plus Wexis Outperforms Either Westlaw or LexisNexis Alone, Study Finds*, LawSites Blog (January 17, 2017), lawsitesblog.com/2017/01/ross-artificial-intelligence-outperforms-westlaw-lexisnexis-study-finds.html.

7 Robert Ambrogi, *ROSS Unveils EVA, A Free Tool To Analyze Briefs, Check Cites and Find Similar Cases*, LawSites Blog (January 29, 2018), lawsitesblog.com/2018/01/ross-unveils-eva-free-ai-tool-analyze-briefs-check-cites-find-similar-cases.html.

8 Steven Chung, *Back In The Race: NY to 190GB? Robots Will Need To Do More In Order To Replace Human Lawyers*, Above the Law (May 25, 2016), abovethelaw.com/2016/05/back-in-the-race-ny-to-190gb-robots-will-need-to-able-to-do-more-in-order-to-replace-human-lawyers/.

9 Marie Boran, *Making a case for artificial intelligence in the legal profession*, Irish Times (June 21, 2018), irishtimes.com/business/technology/making-a-case-for-artificial-intelligence-in-the-legal-profession-1.3533815.

California's Consumer Privacy Act

In response to the increase in reported consumer data breaches and escalating privacy concerns, California Governor Jerry Brown signed the California Consumer Privacy Act (CCPA) on June 28, 2018, codified in Civil Code Sections 1798.100 through 1798.198. The CCPA greatly expands the rights of consumers with respect to how their personal data is collected, shared and treated. The CCPA will take effect on January 1, 2020.

The CCPA is part of a global trend toward stronger privacy protections and greater data transparency, as reflected in legislation such as the European Union's General Data Protection Regulation and the Canadian Anti-Spam Law.

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Definitions

The CCPA imposes obligations on companies doing business in California to protect the personal information of California consumers. A consumer is broadly defined as a "natural person who is a California resident," including parents, children and employees (Cal. Civ. Code Section 1798.140(g)).

Personal information is expansively defined as "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household" (Cal. Civ. Code Section 1798.140(o)(1)). This statutory definition includes an exhaustive list of identifiers, such as name, address, social security number, driver's license number and passport number; educational, professional and employment-related information; commercial information, including purchasing transactions, histories or tendencies; biometric information; electronic identifiers, such as pin number and IP address; internet activity information, such as the consumer's browsing history and interactions with a website or advertisement; and inferences about the consumer that are drawn from any of the above information which reflect the consumer's preferences, characteristics and behaviors.

Even if no individual names or other personal identifiers are attached to the information, so long as the information could be linked to a particular household, it is covered within the statutory definition. Exceptions to the definition of personal information include "publicly available information" (Cal. Civ. Code Section 1798.140(o)(2)) and "commercial conduct [that] takes place wholly outside of California" (Cal. Civ. Code Section 1798.145(a)(6)).

Which Businesses Are Covered Under the CCPA?

The CCPA applies to the following businesses:

- For-profit businesses with annual gross revenues of at least $25 million (Cal. Civ. Code Section 1798.140(c)(1)(A)). It is unclear whether this number includes only California revenue or if it also includes sales outside of the state;
- Data brokers and other businesses that buy, receive, sell or share the personal information of 50,000 or more consumers, households or devices annually (i.e., 137 records per day) (Cal. Civ. Code Section 1798.140(c)(1)(B)). This category would cover a majority of businesses who have a website that captures the IP addresses of its visitors; and
- Businesses that derive at least 50 percent of their annual revenue from selling consumers' personal information (Cal. Civ. Code Section 1798.140(c)(1)(C)). Cal. Civ. Code Section 1798.140(t)

contains certain exceptions, such as consumer-directed disclosures to third parties that do not sell the personal information, limited sharing with service providers and business transfers in bankruptcy, mergers and acquisitions and similar transactions.

Even companies that operate without a physical presence in California may be hard-pressed to avoid the ambit of the CCPA, because the term "doing business" is understood so broadly in the legislative landscape. For example, an out-of-state company is "doing business in California if it actively engages in any transaction for the purpose of financial or pecuniary gain or profit in California" (Revenue and Taxation Code Section 23101(a)), or if the company enters into "repeated and successive transactions" in California (California Corporations Code Sections 191(a), 15901.02(ai)(1) and 17708.03(a)).

Consumer Rights Under the CCPA

The CCPA provides California consumers with the right to request that a business disclose: (1) the categories of personal information that it has collected concerning that consumer; (2) the categories of sources from which the personal information is collected; (3) the business or commercial purpose for collecting or selling personal information; (4) the categories of third parties with whom the business shares personal information; and (5) the specific pieces of personal information that it has collected about that consumer (Cal. Civ. Code Section 1798.110(a)).

Consumers may request deletion of their personal information that a business has collected, although there are limited exceptions to this requirement (Cal. Civ. Code Section 1798.105).

Additionally, consumers have the right to direct a business that "sells" personal information to third parties not to sell such information – called the Opt Out Right (Cal. Civ. Code Section 1798.120). Significantly, a business does not have to generate revenue from the release of a consumer's personal information, since "sell" is defined broadly as "releasing, disclosing, disseminating, making available, transferring, or otherwise communicating … a consumer's personal information" (Cal. Civ. Code Section 1798.140(t)(1)).

Website Requirements

A business that shares information with third parties – even if the information is not sold for profit – is required not only to provide notice to consumers of their rights, but the business must also post a clear and conspicuous link on its website titled "Do Not Sell My Personal Information" in order to allow consumers to exercise their Opt-Out Rights (Cal. Civ. Code Section 1798.135(a)(1)). In the alternative, the company may maintain a separate and additional homepage that is dedicated to California consumers, if it includes the required links and text, and if the business takes reasonable steps to ensure that California consumers are directed to the homepage for California consumers and not the homepage made available to the public generally (Cal. Civ. Code Section 1798.135(b)).

Consumers may authorize third parties, including companies, activists and associations, to exercise Opt-Out Rights on their behalf (Cal. Civ. Code Section 1798.135(c)).

Potential Penalties

Consumers may bring suit to recover damages of between $100 and $750 per consumer or per incident or actual damage – whichever is greater (Cal. Civ. Code Section 1798.150). This is true even if the violation results from a data breach or cyberattack at no fault of the business and where the consumer suffers no actual damage. Additionally, the CCPA gives the California Attorney General the power to levy sanctions of up to $7,500 per violation.

Compliance Requirements for California Businesses

A business that collects a consumer's personal information is required to, at or before the point of collection, inform consumers as to the categories of personal information to be collected and the purposes for which the categories of personal information shall be used, and may not collect additional categories of personal information or use personal information collected for additional purposes without providing this notice (Cal. Civ. Code Section 1798.100(b)).

Affected businesses are required to make available at least two designated methods for consumers to submit requests for information. These methods must include a toll-free telephone number and, if the business has a website, a website address (Cal. Civ. Code Section 1798.130(a)(1)).

Upon receipt of a request by a consumer, the business will need to verify the identity of the individual making the request. Within 45 days of receipt of the request, the business must provide to the requesting consumer two separate lists: a list of personal information sold and a list of personal information disclosed. The lists must be organized by the categories of personal information set forth in the statutory definition and must include the categories of third parties to whom the personal information was sold/disclosed in the preceding 12 months. The lists must be provided free of charge and in a readily useable format that allows the consumers to transmit the information to third parties. The business need only include personal information sold or disclosed within the 12-month period preceding the request, and it is not required to provide personal information to a consumer more than twice in a 12-month period (Cal. Civ. Code Section 1798.130 et seq.). The time period for a business to respond to a verified consumer request may be extended by up to 90 additional days where necessary, taking into account the complexity and number of the requests (Cal. Civ. Code Section 1798.145(g)(1)).

In summary, a business that is subject to the CCPA should be prepared to: (1) monitor any and all records that it generates of personal information pertaining to California residents, households and devices, (2) update its privacy policies and incorporate the required disclosures, (3) secure prior consent for data sharing from parents and minors, and (4) establish procedures for complying with consumers' requests for data access and deletion and for complying with consumers' Opt Out Rights.

Practical Lessons from the New Mexico Medical Cannabis Industry

Cannabis, regardless of its intended use, remains illegal in the United States under the Controlled Substances Act, despite some state laws legalizing it. Accordingly, even tangential connections with a cannabis business can lead to substantial criminal and civil penalties, and enforcement actions remain essentially a matter of federal prosecutorial discretion in most jurisdictions.

Nevertheless, the medical cannabis industry is flourishing. To date, 31 states and the District of Columbia have legalized medical cannabis to some degree, and patient populations in those states are rapidly increasing. In fact, New Mexico's patient base has increased more than 1,000 percent in just over a decade. It is thus becoming more likely that lawyers will be asked to provide advice about the medical cannabis business.

Fundamental differences among various states' medical cannabis schemes make it impossible to definitively inform attorneys about the specific client questions they might anticipate. However, in working with entities in the New Mexico medical cannabis industry, I have repeatedly encountered issues that I expect will be common to most jurisdictions, and I believe that a practitioner's advance awareness and consideration of these issues will lead to better client outcomes.

Initially, entities looking to enter the medical cannabis market, whether directly or as investors, are often unaware of the substantial barriers to entry that may exist. Most states, including New Mexico, license cannabis businesses only to provide a certain limited range of services, and further restrict the number of such licenses issued. *See, e.g.*, NMSA 1978, § 26-2B-3. And, even if a desired license is available, it can be prohibitively expensive. For example, the annual fee for a license to cultivate, process and dispense the maximum number of cannabis plants permitted by New Mexico law is $90,000, *see* NMAC 7.34.4.8(V), and may soon increase to $180,000.

Many states also regulate the structure of medical cannabis entities, as well as the persons who may own, lend to and work for them. New Mexico cannabis producers, for instance, must be organized as New Mexico non-profit corporations with directors who are New Mexico residents, and three of these directors must also be medical cannabis patients. *See* NMAC 7.34.4.8(I). New Mexico also requires public disclosure of each natural person who ultimately has a financial stake in a medical cannabis business, whether as a creditor or an investor, and prohibits anyone with a drug-related felony conviction from being associated with a medical cannabis entity in any respect. *See* NMAC 7.34.4.8(D), 7.34.4.8(H)(2), 7.34.4.19(A).

New entrants in the medical cannabis market also frequently underestimate the time and money they need to make their businesses operational. It takes approximately one year for a cannabis grower's first harvest to be ready for patient distribution, and anecdotal evidence suggests that the total capital required to take a cannabis production and dispensary business from the planning phase to its first sale is somewhere in excess of $2 million.

In addition, most states, including New Mexico, require administrative preapproval of virtually all aspects of a medical cannabis business's operations before it may open, including the location, design and construction code compliance of its physical facilities and equipment, its quality assurance, processing and testing protocols, and its employment-related workplace policies and training. *See* NMAC 7.34.4.8(D), (N). A cannabis business may also need to obtain zoning approval from a county or municipality, or a neighborhood association, and even in communities that purport to be receptive to the industry or agricultural uses in general, local political opposition, particularly from those persons who

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mistakenly believe that medical cannabis businesses increase crime, decrease property values and exhibit nuisance characteristics, can make getting this approval a lengthy and expensive fight. *See, e.g., Filippi v. Bd. of County Comm'rs*, 424 P.3d 658 (N.M. App. 2018) (involving a four-year legal battle to confirm a zoning officer's decision that medical cannabis cultivation was a permissive use on a given property).

Medical cannabis clients also tend to underestimate the ongoing costs of doing business, with taxation being a matter of particular concern. The illegality of cannabis under federal law not only precludes medical cannabis businesses from being treated as non-profit entities for tax purposes, but also prohibits them from being able to deduct common business expenses against their income. *See* 26 U.S.C. § 280E. Moreover, taxing authorities have increasingly rejected arguments by medical cannabis businesses that certain portions of their income derived from otherwise legal activities should be exempt from § 280E. As a consequence, medical cannabis businesses are taxed at a higher effective rate than virtually any other business enterprise.

Medical cannabis businesses are also beset with other burdens which translate into additional costs. Many states, including New Mexico, impose time-consuming regulatory recordkeeping procedures, particularly those associated with tracking the growth, processing, transportation and whereabouts of cannabis products "from seed to sale." There are also cannabis product labeling and testing requirements which are typically so complex that they require experts to ensure compliance. *See, e.g.*, NMAC 7.34.4.14. New Mexico, like many jurisdictions, also requires detailed, quarterly fiscal and production reports from cannabis businesses, as well as annual audits of their finances and physical cannabis inventory by outside accountants. *See* NMAC 7.34.4.23(B).

Furthermore, many insurers, lenders, landlords, financial companies and other third-party service providers are unwilling to work with medical cannabis businesses. As a result, those few who are willing are able to command a premium price, and, relatedly, the large amount of cash that these businesses handle typically requires heightened levels of electronic and physical security.

Finally, medical cannabis businesses and persons associated with them face other non-monetary obstacles to success. For example, local advertising restrictions may make marketing difficult, and attracting investment in medical cannabis companies is very difficult, particularly given that investors may be found to have forfeited their right to the protection of bankruptcy laws.

All of that being said, the foregoing list of challenges is not intended to dissuade anyone from entering the medical cannabis industry, particularly given that it fills a vital public need. Persons who choose to do so with an advance awareness of these issues, rather than on the basis of fantastic or unrealistic expectations, will likely fare better.

Establishing Robust Causality: Effectively Litigating Fair Housing Disparate-Impact Claims After Inclusive Communities

Government entities and real estate developers should be aware of the recent developments in Fair Housing Act claims proceeding under a disparate-impact theory of liability. Since 1974, courts have considered claims alleging violations of the United States Fair Housing Act under a disparate-impact theory of liability, as opposed to a direct disparate-treatment claim.

While a plaintiff proceeding under a disparate-treatment theory of liability must show less favorable treatment for a discriminatory purpose, those proceeding under a disparate-impact theory must show a challenged policy or procedure has caused a disparity between members of a protected class and those not members of a protected class.

In 2015, the U. S. Supreme Court (SCOTUS) formally recognized the validity of disparate-impact claims under the Fair Housing Act and discussed the proper method of judicial review for disparate-impact claims in *Texas Department of Housing and Community Affairs v. Inclusive Communities Project, Inc.* 135 S. Ct. 2507 (2015). While *Inclusive Communities* gave credence to the notion that a disparate-impact theory of liability was valid under the Fair Housing Act, it also proscribed a specific examination for courts considering such claims which arguably narrows the circumstances under which disparate-impact claims can be brought under the Fair Housing Act. *Id.*

In order to prove a Fair Housing Act violation under a disparate-impact theory of liability, a plaintiff must first show a prima facie case of disparate impact. *Id.* at 2523. In proving disparate impact, the plaintiff must meet a "robust causality requirement" which links the disparate impact to the policy or policies challenged by the plaintiff. *Id.* Justice Anthony Kennedy, writing for the majority opinion, indicates that this "robust causal link" is necessary at the prima facie stage in order to avoid the establishment of racial quotas, to avoid injecting "racial considerations into every housing decision," and to "protect potential defendants against abusive disparate-impact claims." *Id.* at 2523-24. If a plaintiff is able to establish a prima facie Fair Housing Act violation using the "robust causality" requirement, the burden shifts to the defendant to prove that the challenged policy or practice is necessary to achieve one or more substantial, legitimate, nondiscriminatory interests. *Id.* at 2514-15; see also 24 CFR §100.500(c)(2). Once a defendant is able to meet its burden in the second step of the burden-shifting analysis, a plaintiff can prove a Fair Housing Act violation by showing the substantial, legitimate, nondiscriminatory interest supporting the challenged practice could be served by another practice that has a less discriminatory effect. *Inclusive Communities*, 135 S. Ct. at 2515; 24 CFR §100.500(c)(3).

Since the SCOTUS opinion in *Inclusive Communities*, courts across the nation have had the opportunity to consider, assess and implement the notion of a "robust causal link" between the alleged disparate impact and the defendant's challenged policy emphasized in Justice Kennedy's majority opinion. Appellate courts have addressed this "robust causality" requirement with varying results. For example, the United States Fourth Circuit Court of Appeals held in *Reyes v. Waples Mobile Home Park Limited Partnership* that the tenants of a mobile home park met the "robust causality" requirement implemented under *Inclusive Communities* by showing the mobile home park owner's policy to verify the immigration status of residents in order to renew a lease had a disparate impact on Latino residents of the mobile home park. 903 F.3d 415, 428-29 (4th Cir. 2018). Conversely, the United States Eighth Circuit Court of Appeals held plaintiffs failed to state a prima facie case of disparate impact in *Ellis v. City of Minneapolis*, where plaintiffs alleged increased enforcement of housing and rental standards had a disparate impact

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on the availability of housing for racial minorities. 860 F.3d 1106, 1112 (8th Cir. 2017); *see also Inclusive Communities Project, Inc. v. Lincoln Prop. Co*., 920 F.3d 890, 912 (5th Cir. 2019) (finding no violation of Fair Housing Act under disparate-impact theory due to apartment complexes' advertisements that Section 8 Housing vouchers would not be accepted); *City of Joliet v. New West, L.P.*, 825 F.3d 827, 829-830 (7th Cir. 2016) (holding condemnation of an apartment complex did not violate Fair Housing Act under disparate-impact theory even though 95 percent of apartment residents were African-American).

In evaluating the case law since the passage of *Inclusive Communities*, there are several take-aways for potential plaintiffs and defendants of disparate-impact theory Fair Housing Act violation litigation. Of paramount concern to potential plaintiffs is the survival of the prima facie review of the disparate-impact claim and establishing a "robust causal connection" between evidence used to support an alleged disparate impact and the challenged policy of the defendant. According to *Inclusive Communities*, this is especially true in cases involving statistical analysis of an alleged disparity. *Inclusive Communities*, 135 S. Ct. at 2523. Also of note to a potential plaintiff, *Inclusive Communities* encourages the early and prompt resolution of disparate-impact theories of liability under the Fair Housing Act, noting specifically that resolution of a case which fails to meet the *Inclusive Communities* standards at the pleading stage may be appropriate. *Id.* A potential plaintiff relying upon statistical disparities may wish to engage an expert witness early in litigation or prior to the time a suit is filed and ensure that this witness is able to provide the necessary causal link between the calculated disparity and the challenged policy prior to the time suit is filed. This action may allow a plaintiff to avoid an early dismissal of suit based upon the failure to make a prima facie case.

In supporting a dispositive motion against a disparate-impact theory, a potential defendant's strongest argument is to the plaintiff's ability to establish a "robust causal connection" between the alleged disparate impact and the defendant's challenged policy or policies. Potential defendants should rely on language of *Inclusive Communities*, which narrows the ability for a plaintiff to succeed under a disparate-impact theory in challenging disparate-impact theories of liability and should seek early resolution of the disparate-impact claims. Plaintiffs will be less likely to have developed the causal link between the alleged disparity and the challenged policy in the early stages of litigation, and *Inclusive Communities* indicates that early resolution of such claims, even at the pleading stage, may be appropriate. *Id.* Defendants will be particularly successful in challenging plaintiffs who rely solely on statistical disparities without linking the disparity to the challenged policies. *See, e.g., Ellis*, 860 F.3d at 1112. This defense may be less successful in cases where the plaintiffs have alleged a smaller or more limited fact pattern as was alleged in the Reyes case, where a clear disparity can be naturally linked to a specific policy. *See Reyes*, 903 F.3d at 428-29.

In summary, while *Inclusive Communities* supports the use of a disparate-impact theory of liability in Fair Housing Act claims and may lead to an increase of litigation by potential plaintiffs under this theory, potential plaintiffs should be advised to proceed with caution and engage in advanced preparation of their claims prior to filing suit. Similarly, while potential defendants may have experienced an uptick in disparate-impact theory litigation under the Fair Housing Act in the years since *Inclusive Communities*, Justice Kennedy provided lower courts with additional guidance in the evaluation of these claims and added additional arrows to the potential defendant's proverbial quiver by underscoring the importance of the causal link between statistical disparity and challenged policies. P

A Business Client's Guide to Arbitration Agreements

Many business people may have heard that arbitration agreements can be useful tools to resolve business, employment and other kinds of disputes in an economical, fair way. And that's correct, to a point. But what do clients need to think about *before* letting their lawyers begin drafting?

Arbitration Agreements Are Increasingly Upheld and Enforced by Courts

Although courts in some states (notably, my state of California) continue to demonstrate some reluctance to enforce arbitration agreements, the U.S. Supreme Court (SCOTUS) has given arbitration agreements the green light time and again. Most recently, in *Epic Systems Corp. v. Lewis* (2018) U.S, 138 S.Ct. 1612, the SCOTUS upheld arbitration agreements between an employer and its employees that limited the parties to "one-on-one" arbitration of their disputes, and which precluded collective or class actions from being prosecuted by the employees who signed the agreements. *Epic Systems* does not promote the proposition that just about *anything* in an arbitration agreement will be enforced – a provision that the arbitrator must be a member of the family that founded the business, or a provision that limits an aggrieved party's ability to present evidence, for example, would probably not be upheld in any court. The main takeaway is that the parties have a lot of latitude to shape or limit their arbitration rights. This is your chance to make a difference. But how to best do this?

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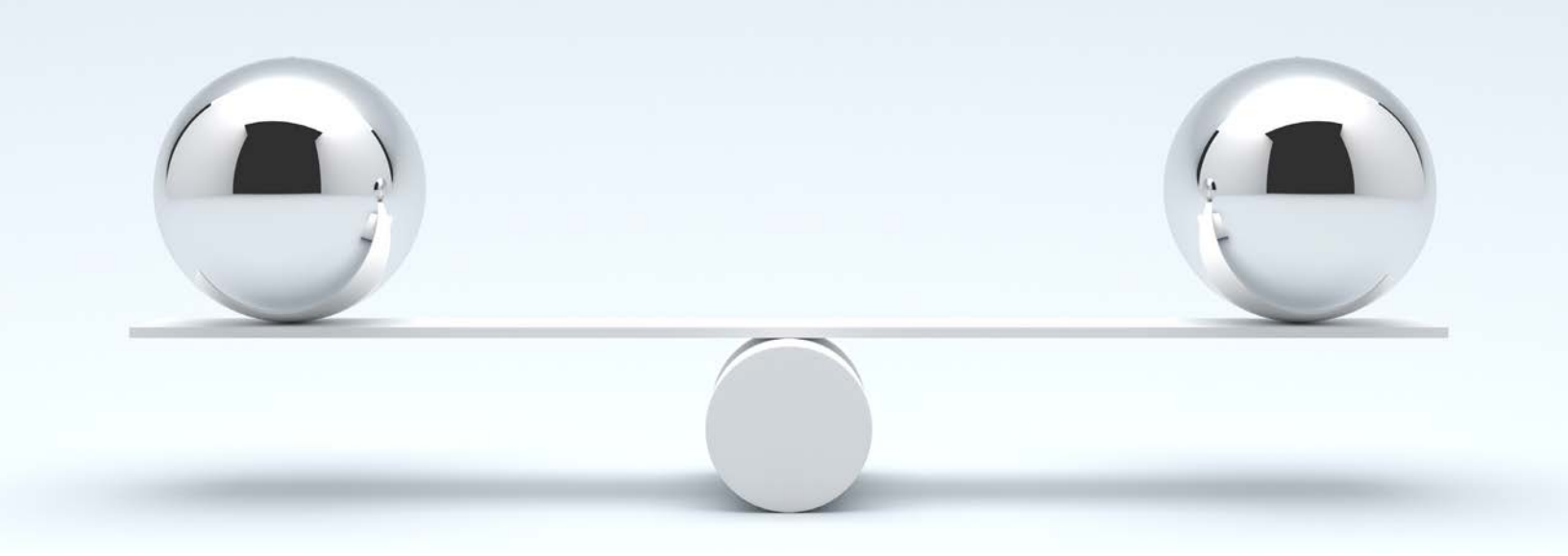
Arbitration – Pros and Cons

Pros

Court litigation is expensive. Arbitration is often thought to be less expensive. Courts themselves are slow. Arbitrators can set any pace the parties agree upon. Courts are often unfamiliar with the industry and the nature of the disputes that consistently arise in your industry. By contrast, litigants can select their arbitrator, perhaps finding one who knows the industry and is familiar with the issues that come up in the industry. Courts may be biased against you or your business, and recusal (the process of asking or demanding that the judge assigned to your case be removed from hearing the case due to possible bias) may not always be available. Juries can be emotional or arbitrary, but arbitrators (usually experienced lawyers or other subject matter experts) are thought to be more rational. Arbitrations are also more private matters, whereas courts are open to the public and the press. Arbitration agreements are often a good idea for smaller, family-owned businesses where disputes may arise, but you want them resolved quickly in a private setting on a confidential basis. Less expensive, faster, arguing before an industry expert who is fair and rational, without a high risk of adverse publicity – what's not to like?

Cons

Arbitration may be *too* quick and efficient, especially if your business seems to have the weaker of the two arguments. And increasingly, even arbitration can be as or more expensive than court litigation, as the best arbitrators often charge astronomical hourly rates or are members of arbitration tribunals that charge high rates (e.g., JAMS, a private alternative dispute resolution provider, and the American Arbitration Association). There is no meaningful appeal or review of an arbitrator's decision: if you get a bad decision that seems to misunderstand the arguments you have advanced, you're not going to persuade a court to overturn that arbitration award, at least on that basis. Finally, introducing arbitration as a means for resolving disputes may have unintended consequences. For example, if you agree with your non-unionized workforce that all disputes are to be resolved by arbitration, does that mean a disgruntled employee who gets the office with no view can force you to



arbitrate his or her office assignment? Be careful what you ask for – you may get it.

Questions to Consider Before You Hire a Lawyer

You should ask yourself several questions before hiring a lawyer to write up an arbitration agreement. Having answers to these questions beforehand provides a real opportunity to control how the dispute resolution process plays out.

1. Who will be the arbitrator?

If you want an arbitrator with subject matter expertise or familiarity with your industry, you can write that into the deal. You can pick an arbitrator now, even before a dispute arises, and write him or her into the agreement as the arbitrator, or you can rely on the rules of the various arbitration tribunals which specify how arbitrators are to be chosen if the parties haven't or can't agree on one. It's important to ask yourself who you would want to judge you and your business in the event a dispute arises, and make sure that person (or that kind of person) is specified in the agreement. Of course, an enforceable arbitration agreement requires a truly neutral arbitrator, so an agreement specifying someone likely biased by ties of blood or money would probably not be enforced.

2. What should be the law the arbitrator applies to resolve disputes?

If you are a Minnesota-based company doing business with a Japan-based company, you and your lawyer may feel more comfortable if Minnesota law – rather than Japanese law – applies.

Similarly, what arbitration tribunal's rules, if any, should apply? The American Arbitration Association, JAMS and ADR Services, to name just three, each have their own distinct rules for commercial disputes, employment disputes and other kinds of disputes. Most of these rules can be found online, so you can investigate and compare. Many states also have legislation setting forth rules and procedures for arbitrated disputes in the absence of agreement between the parties.

3. What sorts of disputes should be subject to arbitration, and what disputes should be excluded?

Disputes about whether a product delivered to a customer meets the customer's specifications may be a good thing to arbitrate. Disputes about whether the price you want to charge for that product is fair is probably something you keep from an arbitrator. We've also already mentioned possibly limiting employer-employee arbitrations to claims that really matter – say, terminations – but not allowing arbitration of other claims (e.g., office assignment). You should also consider what authority you want your arbitrator to have to order or refuse to order discovery, to award fees and costs, and to grant non-monetary or coercive relief (like issue injunctions).

4. Where should the arbitration take place?

The Minnesota seller and the Japanese buyer may have very different views on this question, but many companies on both sides might meet each other halfway and agree to arbitrate in, say, Los Angeles or Honolulu. Again, if you don't make this choice, the arbitration forum, a court or even the arbitrator may make this decision for you. Most have rules guiding the decision about where to hold an arbitration when the parties have not agreed and cannot agree.

5. When should the arbitration occur?

Unlike a court litigant who must march to the court's tempo, in arbitration you are free to set reasonable deadlines for the completion of discovery and the commencement of the actual arbitration.

6. Plaintiff or defendant?

Another important question to ask is whether you are more likely to be a plaintiff or a defendant in an arbitration proceeding. When contracting with employees, it's probably more likely that an employee will commence an action against the employer than it is that the employer will be commencing any action against the employee. If that is the case, perhaps that will guide what you want to do in other parts of the agreement, such as whether or not to provide that the prevailing party in any dispute is entitled to attorney's fees in addition to damages.

Conclusion

Arbitration agreements can be a useful tool for resolving business disputes, but it's important for businesspeople to ask and answer the right questions before inking the deal. P

Implied Contracts and At-Will Employees

Most would understand the phrase "at-will employment" to mean the traditional employment relationship in the United States, in which an employee can be dismissed by an employer for just about any reason – that is, without having to establish "just cause" for termination – and without warning. However, what most may not realize is that even without an express written agreement, employers of all sizes may still find themselves legally bound to implied employment agreements arising from handbook provisions, bylaws, or other policy provisions; and/or from representations made to employees at the beginning of, or throughout the term of, employment (*Jackson v. Action for Boston Cmty. Dev., Inc.*, 403 Mass. 8 (1988)).

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Scenario: Company X gave every employee a company handbook on their first day of work. Is there an implied employment contract for "at-will" employees?

Indeed, the highest state court in Massachusetts (a.k.a., Supreme Judicial Court or SJC) in *Jackson* held that in certain circumstances, an employer's employment handbook may constitute a contract (*Id.* at 13). Further, held the SJC, an employee remaining with the employer after receiving a manual provides the consideration necessary to support the contract (403 Mass. at 14). A few years later, any wiggle room left in the wake of *Jackson* was eliminated when the SJC stated that if the parties agree in advance of employment that a personnel manual will set forth relative rights and obligations of employer and employee, the manual becomes part of the employment contract, even for so-called "at-will employees" (*O'Brien v. New England Tel. & Tel. Co.*, 422 Mass. 686, 691-692 (1996)). The SJC went even further in the *O'Brien* case when it unequivocally stated that "[i]t is also apparent that the circumstances of a particular employment relationship could warrant a finding of an implied contract that includes the terms of a personnel manual.… If an employer adheres to the procedures set forth in its manual, that would be some evidence that the terms of the manual were part of the employment contract," (422 Mass. at 692 (internal citations omitted)).

Scenario: Company X and the "at-will" employee: a) did not discuss the company handbook when negotiating the job offer, and b) the employee was never required to agree to the provisions of the handbook. Do the terms of the handbook form the basis for an implied employment contract?

The *Jackson* opinion, decided in 1988, initially led to confusion because certain facts that were stated to be present or not present in that case have been argued by employers as constituting a list of conditions that must exist in order to justify a ruling that the terms of a personnel manual are part of an express or implied employment contract (see *Pearson v. John Hancock Mut. Life Ins. Co.*, 979 F.2d 254, 256-257 (1st Cir. 1992)). This confusion was cleared up when the *O'Brien* court stated that "[t]he various circumstances discussed in the Jackson opinion are not a rigid list of prerequisites, but rather explain factors that would make a difference or might make a difference in deciding whether the terms of a personnel manual were at least impliedly part of an employment contract. For example, one of the *Jackson* factors is whether there had been negotiations over the terms of the personnel manual. If there had been negotiations leading to an agreement, that fact alone would justify the conclusion that more than an at-will employment contract existed. [However] the fact that the NET manual was not the subject of negotiation is neither significant nor surprising" (422 Mass. at 692).

Scenario: Company X fires an "at-will" employee one day for a reason other than "cause." The former employee sues Company X for wrongful termination, claiming that she reasonably relied on the implied contract formed by Company X through its company handbook – to her sole detriment.

In 2008, the SJC reframed and clarified the proper analysis when it ultimately found that the context of the preparation and distribution of handbooks and policies is the most persuasive proof of whether the employees' reliance on it as binding is reasonable (*LeMaitre v. Mass. Tpk. Auth.*, 452 Mass. 753 (2008)). After *LeMaitre*, no longer will an implied contract be avoided by reliance on a checklist of factors such as including the employer's right to unilaterally change the handbook at any time, stating that the manual is for guidance and is not a commitment, not negotiating regarding its provisions, not calling special attention to the manual in hiring, and the employer not seeking to get the employee to agree to the provisions of the manual.

Scenario: Company X is updating its employee manual and plans to distribute it to all "at-will" employees. What sort of considerations should be taken into account?

The evolution of the case law in Massachusetts makes clear that breaches of implied contract actions based on employee manuals and corresponding employer "standard" practices are emerging as cognizable and viable courses of action. Given the increasing judicial recognition of these claims arising from an employer's failure to adhere to its established procedures when making personnel decisions, employers who include such procedures in employee manuals should draft them cautiously with the expectation that it just might be considered to create a contractual obligation where none previously existed.

Modern Slavery Laws and the Risks to Corporates

Corporate entities are now expected to assume responsibility for respecting and protecting human rights, including the elimination of modern slavery in global supply chains.[1] The International Labour Organisation estimates 40.3 million people globally are currently trapped in various forms of modern slavery,[2] which includes forced labor, debt bondage, human trafficking, descent-based slavery or child slavery and forced and early marriage. Up to 25 million victims of modern slavery are exploited in our global supply chains.[3]

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These numbers have grown substantially over the past few decades. Unfortunately, when suppliers in global markets face increased competition and pressure to meet short turnaround timeframes and low pricing requirements, if this is left unregulated, there is a heightened risk human rights abuses will occur.[4]

Measures to target the crisis of widespread global modern slavery not only seek to achieve the broader goals of the prevention and elimination of human rights abuses, as well as support for poverty alleviation and positive growth and development, they also reduce the risk of reputational harm for businesses which arises from the identification of any form of modern slavery in their supply chains locally or overseas.

The complexity of supply chains, the lack of corporate visibility at every level of supply, and the differing standards of human rights protection between states globally remain significant barriers to progress. However, in recent years the corporate responsibility to protect and advance human rights has been the subject of domestic law reform in certain states. Australia has joined the United Kingdom and other jurisdictions by responding to the growing momentum to combat the modern slavery crisis with dedicated legislation designed to combat risks in supply chains via mandatory reporting to increase transparency. The *Modern Slavery Act 2018* (Cth) (Act) came into effect in Australia on January 1, 2019. This law applied throughout the country following that date. As a result, the reporting period began on July 1, 2019. At the time of writing this article, the Parliament of New South Wales had also passed the *Modern Slavery Act 2018* (NSW), yet implementation of that distinct state-based law has been delayed amidst a period of consultation, which may include consideration of the necessity of part or all of the NSW Act.[5] This law would only apply within the state of New South Wales and outside the state subject to the limits of the NSW Parliament's extraterritorial legislative capacity.

The impetus for certain entities registered or operating in Australia to conduct ongoing due diligence and report annually on the risks in their supply chains is now a matter of legal compliance in addition to longstanding ethical and reputational considerations or corporate social responsibility standards and policies.

The Commonwealth Act includes the following key features:

- It requires entities based in or operating in Australia with an annual consolidated revenue of more than AUD $100 million to report on their modern slavery risks. The Commonwealth and Commonwealth entities and companies with an annual consolidated revenue of more than $100 million are also required to report. Other entities which do not meet this threshold and are based, or operating, in Australia may report voluntarily.
- The entities covered by the Act are required to report annually on the risks of modern slavery in their operations and supply chains, and the actions implemented to address those risks.
- It contains a precise definition of "modern slavery."

- The reports provided by entities are to be retained in a public Modern Slavery Statements Register, which is accessible online and free of charge.
- In the event of non-compliance with reporting requirements, the minister responsible may request information or that the entity take remedial action.
- The minister responsible may also publish information about the entity's failure to comply with any requests if an entity provides no explanation for its non-compliance or if no remedial action is taken.

All businesses should be mindful of the risks associated with dealing with third parties or when sourcing goods and services via supply chains based overseas. As a result of the Act, certain entities in Australia can be held accountable publicly for the potential human rights abuses in their supply chains under the new reporting regime now in effect. Notably, unlike the New South Wales legislation, the Act does not include penalties for non-compliance (or the establishment of an anti-slavery commissioner) as the measures are currently largely geared towards the reputational risks for businesses.[6] At a practical level, due diligence is required for reporting entities to understand and map out each element in a given supply chain, consistent with the reporting requirements in the Act. This should include reviewing existing policies, contracts and remedial measures to address potential modern slavery issues.

The introduction of domestic legislation is one important mechanism by which states may assist in the prevention and elimination of modern slavery. Nevertheless, businesses should not be, and should not be seen to be, conducting a mere "tick-a-box" exercise or using their resources with little actual impact in respect of such an important issue. The prospect of added enforcement mechanisms, such as penalties or imprisonment for non-compliance with reporting requirements, appears likely in New South Wales. This may serve as a further incentive for compliance with the relevant legislative requirements and is an important consequence, especially for those seeking to avoid compliance, but a concerted effort is needed to address modern slavery beyond such measures. Genuine and meaningful auditing of cross-border supply chains, due diligence and sector-based leadership is also required. Ongoing cooperation and collaboration must come from all stakeholders, including governments, businesses, unions, non-governmental organizations and individuals to effectively improve fundamental rights including increased wages in supply chains and to alleviate and eliminate human rights abuses beyond forced labor. The importance of providing remedies for victims of human rights abuses and reviewing the purchasing practices and demands placed on suppliers are key issues that cannot be ignored.

The desire of companies to preserve and enhance their own reputation is consistent with strengthening corporate protection and respect for human rights.[7] As a result, business standards are now invariably intertwined with human rights, and companies operating or based in Australia should prioritize compliance to implement the requirements in the Act. More broadly, for companies not covered by the Act or for those operating outside a jurisdiction with legislation targeting modern slavery, navigating and prioritizing the framework of international human rights standards is an important task. It is one which will benefit those persons at risk of being trapped in a form of modern slavery, as well as businesses which seek to promote and respect human rights and minimize their own risk of exposure to any association with human rights abuses through their operations or supply chains. P

1 UN Global Compact, Ten Principles unglobalcompact.org.au/about/principles/

2 International Labour Office & Walk Free Foundation, *Methodology of the Global Estimates of Modern Slavery: Forced Labour and Forced Marriage*, (ILO, 2017). Available from: ilo.org/wcmsp5/groups/public/@ed_norm/@ipec/documents/publication/wcms_586127.pdf

3 Commonwealth of Australia, *Parliamentary Debates*, House of Representatives, 28 June 2018, 6754 (Hawke, Alex, MP) ('*Modern Slavery Bill 2018 Minister's Second Reading Speech*').

4 Nolan J., 'The Corporate Responsibility to Respect Human Rights: Soft Law or Not Law?' in Deva & Bilchitz *Human Rights Obligations of Business: Beyond the Corporate Responsibility to Respect* (Cambridge University Press, 2013).

5 Fitzsimmons, C & Patty, A. 'Outrage as NSW government delays state's Modern Slavery Act', *Sydney Morning Herald*, smh.com.au/politics/nsw/outrage-as-nsw-government-delays-state-s-modern-slavery-act-20190628-p522eo.html.

6 Commonwealth of Australia, Parliamentary Debates, House of Representatives, 28 June 2018, 6754 (Hawke, Alex, MP) ('*Modern Slavery Bill 2018 Minister's Second Reading Speech*').

7 Kinley, D., *Civilising Globalisation: Human Rights and the Global Economy* (Cambridge University Press, 2009), 155.

Australian Foreign Influence Transparency Scheme Act of 2018

The Foreign Influence Transparency Scheme Act of 2018 (Act), which came into effect on December 10, 2018, is described in the explanatory memorandum with its intent being to provide transparency for the Australian Government and the Australian public about the forms and sources of foreign influence, particularly the type and breadth of activities by people on behalf of foreign players in Australian politics and government processes. The Act is not intended to be a prohibition of these activities, rather to ensure transparency of the activities to decision-makers and the public.

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Under the Act, a person must register with the Secretary of the Attorney General's Department within 14 days of having certain dealings with a foreign government, government-related entity, political organization or government-related individual.

Such dealings include:

a) parliamentary lobbying on behalf of a foreign government;[1]

b) activities in Australia for the purpose of political or governmental influence;[2] and

c) an activity on behalf of a person that is a former cabinet minister or a recent designated position holder.[3]

Registrants are required:

a) to report certain donations in Australia for political or governmental influence;

b) when the voting period begins for a federal election, to review information already provided to the Secretary and confirm or update it;

c) during the voting period for a federal election, to report registrable activity relating to parliamentary lobbying and activities for the purpose of political or governmental influence;

d) to disclose if a person communicates or distributes information or material to the Australian public for the purpose of political or governmental influence;

e) to renew their registration annually if still liable to register under the scheme in relation to a foreign principal; and

f) while registered (and for three years after the registration ends), to keep records of registrable activities carried out not more than 10 years ago. The records must include: the benefits provided to the person by the foreign principal; information forming part of any registrable communications activity; and an arrangement between a person and a foreign principal which is registrable (based on activities undertaken by a person on behalf of the foreign principal), and information about or material distributed/communicated to the public in Australia on behalf of the foreign principal.

Exemptions

Those regularly engaged in activities involving foreign principals are generally exempt from the Act's operation. Sections 24 to 30 of the Act set out the various exemptions to the reporting requirements. Those exemptions generally cover such activities as one might expect to be protected from government interference in a free society, where fundamental rights and freedoms such as freedom of religion, association and speech, are paramount. Examples include:

a) humanitarian aid or assistance, charities, religion, artistic pursuits;

b) activities protected by legal professional privilege;

c) personal representation in relation to government administrative process;

d) the activities of certain professionals, industry representative bodies and registered organizations; and

e) activities by members of Parliament and statutory office holders,

diplomatic, consular or similar activities, foreign government employees and commercial or business pursuits.

The Crown in right of the Commonwealth, the States and Territories, including government departments and instrumentalities, is not required to register.

Notices Issued by the Secretary

The Secretary may:

a) request information about matters of national security to determine whether a person is liable to register under the scheme[4] or requiring information relevant to the scheme.[5]

b) issue a provisional transparency notice stating that a person is a foreign government related entity or a foreign government related individual[6] and inviting the person to make submissions in response within 14 days. The Secretary must consider any submissions within 28 days of the invitation.[7]

A provisional transparency notice that is not revoked before the end of the 28-day period becomes a final transparency notice.[8]

The Secretary's decision to issue, vary or revoke a transparency notice[9] is reviewable.

Protection Against Actions for Defamation

Section 14J of the Act prevents actions for defamation against, essentially, the Commonwealth government, its ministers and officers, based on certain actions in relation to transparency notices.

How Is Scheme Information Treated?

The Secretary is required to keep a register of information relating to the scheme. This must include:

a) the names of the registrant and foreign principal;

b) the application for registration;

c) any notices given by the registrant and communications between the registrant and the Secretary;

d) other information or documents that the Secretary considers appropriate; and

e) transparency notices.[10]

Certain information must be made publicly available online, including:

a) the name of the registrant and the foreign principal;

b) a description of the kind of registrable activities the registrant undertakes on behalf of the foreign principal;[11] and

c) information relating to transparency notices.[12]

The website must not include information that the Secretary determines is commercially sensitive or affects national security.[13] National security may be relied on by certain people as a reason for avoiding the provision of information. However, this is just one relevant factor to be taken into consideration in determining whether to publish material. It is not determinative.

What Happens If You Fail to Comply?

Enforcement provisions and penalties are set out in Part 5 of the Act. There are various offenses related to non-compliance with the Act and with orders or directions given under it.

Penalties

Penalties range from six months to five years' imprisonment and penalties for offenses committed under section 58 of the Act are limited to a fine equivalent to 60 penalty units (currently one penalty unit is AU$210).

Key Takeaways

The Act is principally concerned with parliamentary lobbying, general political lobbying, communications and disbursement activities for the purpose of political or governmental influence, in Australia. Its enactment may be viewed as an attempt to protect Australia's interests against undue external influence in its political arenas and may in part be a reaction to recent investigations into foreign political influence in America.

The Act generally requires compliance within 14 days, which seems like a short time to comply with sometimes onerous requirements. There are some instances where a person may seek an extension of the 14-day time period, at the Secretary's discretion. One might expect the matters that advance to enforcement proceedings will be as a result of failure to comply with those time periods. Prosecutions for default may be expected to diminish as time goes by as a result of inevitable resource limitations and the application of proportionality principles in sentencing. This, of course, must be viewed against the Secretary's obligation not to allow unreasonable delay tactics to be used by persons unwilling to comply with the Act. Registrants are encouraged to carefully consider their reporting obligations, given the brevity of compliance times and the seriousness of default penalties and particularly at this early stage, when the courts have yet to define applicable penalty ranges and factors in mitigation. P

1 Foreign Influence Transparency Scheme Act 2018 (Cth) s 20.
2 Foreign Influence Transparency Scheme Act 2018 (Cth) s 21.
3 Foreign Influence Transparency Scheme Act 2018 (Cth) s 23.
4 Foreign Influence Transparency Scheme Act 2018 (Cth) s 45.
5 Foreign Influence Transparency Scheme Act 2018 (Cth) s 46.
6 Foreign Influence Transparency Scheme Act 2018 (Cth) s 14B.
7 Foreign Influence Transparency Scheme Act 2018 (Cth) s 14C(3).
8 Foreign Influence Transparency Scheme Act 2018 (Cth) s 14C(4).
9 Foreign Influence Transparency Scheme Act 2018 (Cth) s 14H.
10 Foreign Influence Transparency Scheme Act 2018 (Cth) s 42.
11 Foreign Influence Transparency Scheme Act 2018 (Cth) s 43(1).
12 Foreign Influence Transparency Scheme Act 2018 (Cth) s 43(2A).
13 Foreign Influence Transparency Scheme Act 2018 (Cth) s 43(2).

The Draft Convention on the Recognition of Judicial Sale of Ships

There have been many years of problems related to recognition of court judgments of a state where a ship was arrested and sold by another state (among other things, but not limited to, by the state where the ship, with all rights, encumbrances thereupon, was registered before her forced sale). Yet the issues remained unregulated.

Several years ago, the International Maritime Committee submitted a proposal for work on an international instrument covering and settling the problematic issues. The respective instrument – draft convention on the recognition of judicial sale of ships – has gotten the name of the Beijing Draft.

While the Beijing Draft deserves detailed comments, due to the limited format of this article, here we focus on one issue which is important and relevant to various jurisdictions – that of notification about the judicial sale.

The order of notification is provided by Article 3 of the Beijing Draft. The recent wording of Article 3 is not quoted herein but can be found in open sources. In the context of Article 3, the question arises of what the "judicial sale" is. The definition appears in Article 1(h) of the Beijing Draft: "Judicial Sale means any sale of a ship by a competent authority by way of public auction or private treaty or any other appropriate ways provided for by the law of the state of judicial sale by which clean title to the ship is acquired by the purchaser and the proceeds of sale are made available to the creditors."

Considering that the judicial sale for the purposes of the Beijing Draft is a sale as such (but not a proceeding leading to the sale), the conclusion should be that Article 3 relates to the period when the court act on the judicial sale has been rendered and become effective. It is therefore presumed that the ship-owner knew, or should have known, about initiation of the proceeding leading to the judicial sale of its vessel. However, practically, this may not be the case.

In practice, the respective notices addressed to the ship-owner are served to the master of an arrested vessel, being generally the ship-owner's representative. At the same time, the master may neglect to notify the ship-owner properly due to, but not limited to, the following reasons:

- Existence of personal claims based on non-payment of wages, secured by maritime lien and so having priority over other claims (in other words, existence of a direct interest in the judicial sale of the vessel);
- Notification of the bareboat-charterer being the employer of the master and the person liable under the claim; while the registered owner as a prima facie person interested in avoidance of the sale may remain unaware.

The Beijing Draft does not cover the issue of notification about the underlying court proceeding resulting in the sale at all. We do not exclude that national law of a state where the judicial sale takes place provides rules for necessity of notification about the court proceeding leading to the judicial sale of a ship. However, in our view, the judicial sale and enforcement of results thereof cannot be separated from the underlying proceeding on the merits. Thus, for the purposes of acknowledgement of the judicial sale, the competent authorities should have, among other things, sufficient evidence that the ship-owner (including the registered owner) had all possibilities to defend its rights within the basic proceeding.

The notification addresses of all parties referred to in Article 3 may become an issue since the ship documents onboard may not contain full information on the registrar, bareboat-charterer and/or time-charterer and/or mortgagees, etc. The holders of maritime liens are not referred to in the ship documents absolutely.

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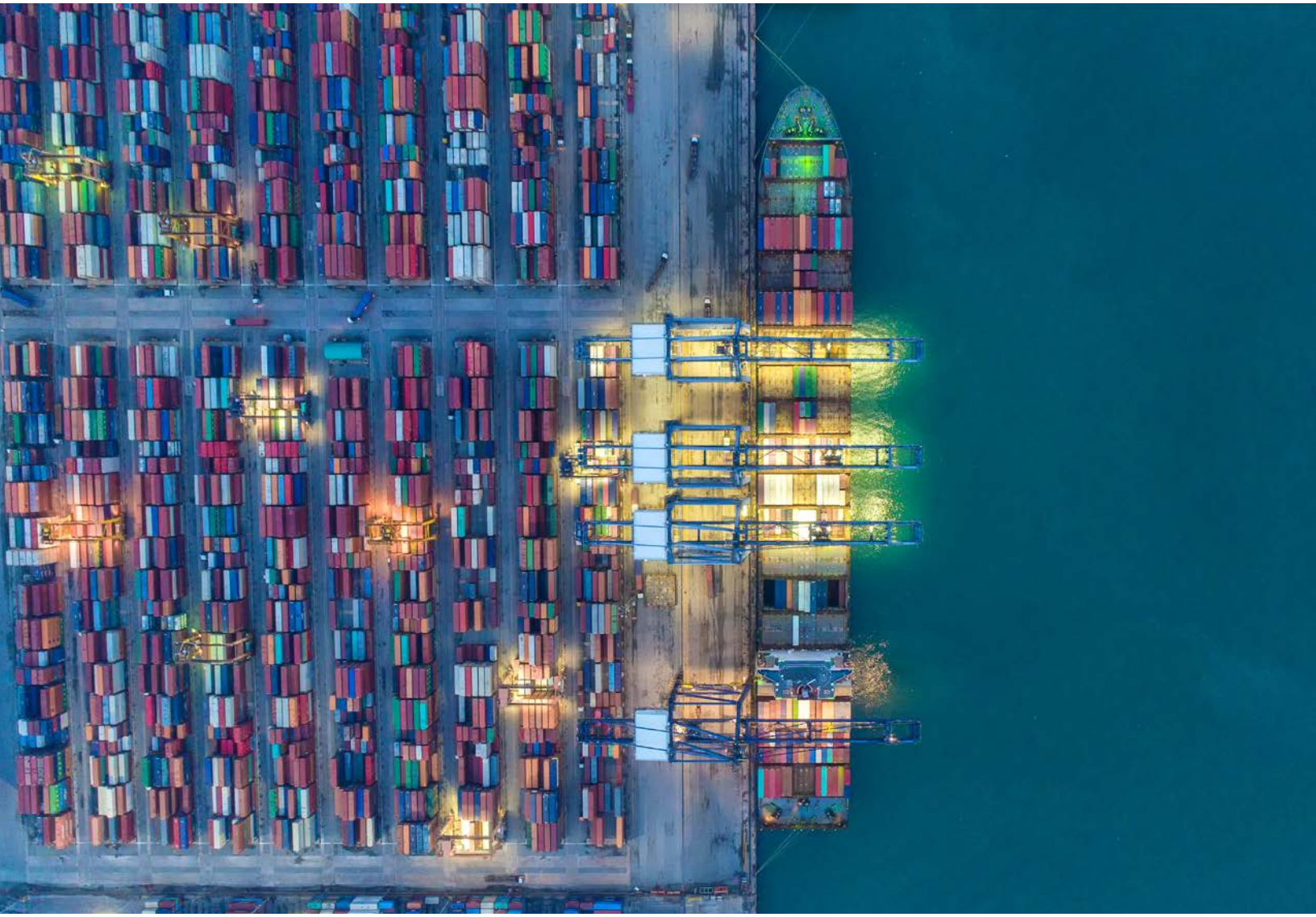
In addition to the above, we see the following practical problems arising from the recent wording of Article 3 of the Beijing Draft:

- Considering that the notification is always sent abroad, a 30-day period proposed by the Beijing Draft for notification may be insufficient for preparation of the relevant party to properly defend its rights (to appoint local representatives, to prepare and file submissions, etc.).
- The Beijing Draft allows using email addresses to notify the interested parties, while electronic means do not guarantee a timely notification of a proper addressee and may not secure evidences of a due delivery.
- As an alternative notification method, the Beijing Draft proposes official publication of information in the printed editions of the State of Judicial Sale, while this means does not guarantee that the intended party reads or ever can read the relevant publication.
- The Beijing Draft does not address consequences of non-notification/ obligation to rectify possible deficiencies at all, while non-notification entails risk of challenging results of the judicial sale.

With all this in mind, we consider it important that the convention provides the following:

- Means of obtaining of actual addresses of all persons referred to in Article 3;
- Provision of evidences of notification about the proceeding which have resulted in the judicial sale;
- An extended period of notification so that the addressee is notified not later than 45 days before the relevant underlying court hearings and/or judicial sale;
- Consequences of non-notification: e.g.; to provide obligation to make efforts to re-notify the interested parties; and
- Definition of means of notification: e.g.; any means allowing to reliably see that the notification is received by an intended recipient, in due term and properly.

The above proposals, with comments to other provisions of the Beijing Draft, were presented for the readings passed in May 2019, and we expect that the final wording will reflect the practical side in order to make the convention as effective as possible. P



Tax Reform: Switzerland Remains an Attractive Location for Foreign Businesses

Swiss voters adopted tax reform measures on May 19, 2019. The Federal Council formally enacted the Federal Act on Tax Reform and AHV Funding (hereinafter STAF) on June 14, 2019. Most of the measures will come into effect on January 1, 2020, both at the federal and cantonal levels. As part of this reform, the Federal Council has also abolished various regulatory practices (however, without changing the law) concerning principal companies and Swiss Finance Branches.

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Background

In the past, various types of companies in Switzerland, in particular mixed holding companies, domiciliary companies and management companies, benefited from extensive tax privileges at the cantonal level. The cantonal privileges in question were regarded as harmful tax regimes by the European Union (EU). Switzerland declared to the EU and the Organisation for Economic Co-operation and Development in 2014 that it was prepared to abolish these cantonal tax regimes. Previous reforms adopted by the Swiss parliament were, however, blocked by referendums. Switzerland was placed on the grey list on December 5, 2017, by the EU and given until the end of 2019 to abolish said tax regimes.

In order for Switzerland to remain attractive and competitive as a business location beyond the abolition of the tax regimes, all reform proposals included relief measures through tax rate reductions, including non-detrimental rate reductions for licensing revenues, as well as tax incentives for research and development (R&D) spending. Domestic policy demanded higher dividend taxation rates and a limitation of tax-free repayment of capital contributions. It was not until this tax reform was linked to additional Swiss Social Security funding, that the proposed measures finally found a majority among Swiss voters.

Timing

The changes will be implemented at both the federal and cantonal levels as of January 1, 2020. There is no transitional period for the respective cantonal laws due to the political urgency at hand. In cases where cantons do not manage to amend their laws in time, the relevant federal law will in principle prevail. Nevertheless, the cantons retain autonomy in the implementation of tax relief measures and rates. Great attention must, therefore, be given to the implementations on the cantonal level.

Hidden reserves on balance sheet items that would not have been taxable under a given tax regime can be taxed separately upon transition to ordinary taxation. This measure came into effect immediately on May 20, 2019. This means that affected companies can opt out of their current tax regime before the end of 2019 and benefit from a special rate solution.

Essential Elements

1. Abolition of Tax Regimes

The key point and trigger of the reform is the complete abolition of all harmful cantonal tax regimes as of January 1, 2020. Also abolished will be the holding privilege, which at the cantonal level grants tax exemptions on net income (except for Swiss real estate income), provided that company investments or investment income account for at least two-thirds of total assets or income.

2. Partial Taxation of Dividend Income

At the federal level, the taxation rate of dividends from qualifying holdings (at least 10 percent of the share capital of a corporation or cooperative) will be increased to 70 percent as of January 1, 2020. Federal law also stipulates that cantonal taxation rates must amount to at least 50 percent as of January 1, 2020.

3. Relief Measures

In order to maintain or increase Switzerland's economic competitiveness while abolishing the tax regimes at issue, various relief measures have been introduced.

A. Special Rate or Step-Up

When transferring from a special tax status to ordinary taxation, a company can disclose hidden reserves in a tax-neutral manner. However, this applies only to hidden reserves formed with tax effect under the special tax status. Hidden reserves in qualified holdings and in real estate properties are not affected. The former will continue to benefit from the holding's deduction. The latter has been subject to taxation until now.

Hidden reserves on securities that do not qualify as holdings (free float), trademark rights, goodwill, provisions, etc. can benefit from a special rate if disclosed. There are two models: the disclosure solution and the special rate solution. With the disclosure solution, hidden reserves can be capitalized on the tax balance sheet and then depreciated for tax purposes in accordance with depreciation tables. The special rate solution provides for hidden reserves to be taxed separately within the next five years if they are realized.

B. Reduction of Cantonal Tax Rates

Most cantons are planning substantial tax rate reductions on profits, from the currently effective 12 to 24 percent (consisting of federal, cantonal and municipal taxes) to the 12 to 14 percent range. The cantons of Basel-Stadt, Geneva, Glarus and St. Gallen have already decided to, and in some cases massively, lower tax rates on profits. Other cantons will follow suit with tax rate reductions. One exception is the Canton of Zürich, which will maintain comparatively high effective tax rate profits.

C. Possibility to Reduce Capital Tax Base

As of January 1, 2020, cantons will be able to levy a reduced tax on equity attributable to holdings, patents and similar rights, as well as on intra-group loans.

D. Patent Box

From January 1, 2020, cantons will have to tax profits from patents and comparable rights at a reduced rate (so-called patent box). However, the reduced rate is not applicable to federal taxes.

Patents, registered in Switzerland or abroad, are particularly affected. Software only qualifies if it is part of an invention or has been granted a patent abroad. Non-qualifying rights are software without patent protection, trademarks, trade names, designs or trade secrets.

When entering the patent box, R&D expenses of the last 10-year period must be accounted for.

E. Special Deduction for Research & Development

From January 1, 2020, cantons may allow R&D expenditures to be deducted along with an additional deduction of no more than 50 percent of actual expenditures.

F. Interest on Equity (Interest-Adjusted Profits Tax)

From January 1, 2020, cantons can grant a deduction for self-financing (so-called interest-adjusted profits tax). Imputed interest on qualified holdings, non-operating assets, patents and comparable rights is excluded. The calculation method introduces an incentive for intra-group financing or the financing of related companies.

Only cantons with an effective total tax rate of 18.03 percent can apply this measure. Currently, only the Canton of Zürich meets the requirements to offer this deduction.

4. Relief Limitation

The cumulative tax relief offered through the measures above combined may not exceed 70 percent of taxable profits before offsetting of losses from previous years.

5. Further Reform Elements

A. Restriction on the Distribution of Capital Reserves for Listed Holding Companies

Distributions from reserves from capital contribution and share premium are tax exempt for non-listed companies. However, listed companies must now distribute taxable retained earnings to at least the same extent as they repay tax-free capital investment reserves.

B. Adjustment of the Flat-Rate Tax Credit

In the case of a foreign tax retention, there no longer is a "flat-rate tax credit," but rather an effective tax credit.

Conclusion

With the adoption of this reform, Switzerland will continue to have a stable and reliable tax system. The country remains an extremely attractive and internationally competitive business and tax location. It is recommended that international companies review their corporate group structures and current tax situation. New international tax planning opportunities may arise from setting up a new Swiss company location or from upgrading an existing business presence in Switzerland.

Using Algorithms in the Employment Relationship

Algorithms are used more and more by employers to make decisions, such as which resume to select during an application procedure or which employee should receive a promotion. Furthermore, these algorithms are increasingly used by companies that operate on an online platform, such as Uber. Decisions regarding who will receive which job at which location for which payment are all made by an algorithm.

The use of algorithms carries the promise of objectivity. People assume that algorithm outcomes are "neutral." This neutrality is, however, an illusion. Algorithms are not as unbiased as we think, and the risk of discrimination looms. Employers should be aware of the limitations of algorithms and have a plan for dealing with them.

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Machine Learning Algorithms

Simply put, an algorithm is a set of instructions that allows a computer to take input variables to produce an output variable. A large variety of algorithms can be distinguished, such as machine learning algorithms. These algorithms are able to learn from previous experiences and results. A machine learning algorithm does not rely simply on a predetermined equation as a model, but adaptively improves its operations after being exposed to more data and based on the knowledge it generates itself. Machine learning algorithms are also called smart algorithms. In this article, we mostly refer to these smart, machine learning algorithms.

Using Algorithms for Employment Decisions

Using algorithms, employers can process large amounts of data in order to obtain relevant information, which can be used for automatic decision-making. For example, algorithms can speed up the application process by weeding out large numbers of resumes or analyzing video interviews and selecting the most suitable applicants. Employers also can use algorithms to assess the performance of employees or to determine which employee is eligible for a promotion or bonus. Furthermore, algorithms are used by companies, such as Uber, for distribution of work and rewards.

The use of algorithms can streamline these processes and may cut costs, since less people are needed for the recruitment and assessment of potential employees. However, the use of these algorithms is not without risk. Algorithms might unintentionally discriminate employees, as illustrated by the following examples.

Amazon

Amazon's recruiting tool was created to automate the search for top talent by reviewing job applicants' resumes and selecting the most talented applicants. The tool was trained to observe patterns in resumes of applicants from the past 10-year period, most of which were men. In order to prevent this from affecting the outcome of the algorithm, Amazon made the historical data gender-blind. However, despite making the algorithm gender-blind, the recruiting tool taught itself to prefer male applicants over female ones. It learned to prefer language predominantly used by men, such as "executed" or "captured," and to penalize resumes that included words such as "women's." The recruiting tool was eventually shut down by Amazon.

Uber

Another example is Uber's algorithm that connects drivers and passengers and determines the pay per fare. Even though the work assignments were made by a gender-blind algorithm and the pay per fare was based on a transparent formula, it was found that men made roughly 7 percent more per hour than women. The algorithm favored men since they on average work

for Uber for a longer period, tend to drive faster and log more hours, drive in higher-paying locations at more lucrative times and choose to drive longer fares.

Algorithmic Discrimination

The use of smart algorithms in order to assess potential employees is supposed to objectify the decision-making process. However, as shown by the aforementioned examples, the algorithms designed to eliminate biases may also introduce or amplify them. Algorithms may lead to unjustifiable discriminatory decision-making. How can algorithms lead to employment discrimination?

Human Biases

It should not be forgotten that algorithms are, in the end, human constructs: algorithms are invented, programmed and trained by humans. The choices made by humans while programming and training an algorithm affect its operation and outcomes. Thus, algorithms are not free of human influence.

Furthermore, algorithms are trained on historical data. If this training data is biased against certain individuals or groups, the algorithm will replicate the human bias and learn to discriminate against them. The selection process of the training data is also important. Data that is outdated, incorrect, incomplete or unrepresentative may lead to machine learning mistakes and misinterpretations. Eventually, algorithms are only as good as the data they are trained on. This is also referred to as "garbage in, garbage out" or "discrimination in, discrimination out."

Employers often do not aim for discriminating potential employees. However, due to the choices made during the development process and the used training data, they may unintentionally create a discriminatory algorithm.

Protected Attributes

Discrimination may occur when the training data explicitly includes information regarding protected attributes, such as gender, race, ethnic or social origin. Based on the data, the algorithm can learn that a certain gender, race, other attribute is preferable.

In order to prevent this, some employers remove all protected attributes from the training data. Employers often believe that when the algorithm is ignorant of variables, such as gender or race, it is unable to discriminate on these grounds. However, as also illustrated by the examples of Amazon and Uber, even excluding specific attributes, such as gender or race, as an input variable, does not prevent the algorithm from producing biased output. In such a case, so-called "proxy information" may cause an algorithm to become biased. As the example of Amazon's algorithm shows, the language with which someone expresses oneself may indirectly indicate someone's gender. A zip code may indirectly indicate someone's race, ethnic or social origin. Therefore, excluding prohibited attributes seems not to be a solution for preventing algorithmic discrimination.

Black Box

Detecting algorithmic discrimination is not easy, especially since smart algorithms are increasingly complex. Algorithms are often described as a "black box:" the input – for instance, applicants' resumes – and the output of the algorithm – for instance, which applicant will be invited for a job interview – are clear. However, how the algorithm came to this conclusion is highly opaque.

Due to the complexity and opacity of the algorithm, it is difficult for employers to assess the algorithms' decision-making process and its results. Therefore, automated employment-related decisions, based on these algorithms, are often subjected to very little human oversight. However, based on Article 22 of the General Data Protection Regulation (GDPR), employers are prohibited to subject (potential) employees to a decision solely based on automated processing. Thus, human decision-making cannot fully be replaced by algorithms. Furthermore, it must always be explainable how and why a certain decision was made.

Conclusion

The use of algorithms can be very useful for employers. However, although algorithms have the potential of objectifying employment-related decisions, they are also prone to amplify bias. The risk that these algorithms could unintentionally lead to discriminatory results should not be overlooked.

Employers will have to adapt the working relationship with their employees to the use of algorithms. While developing and using machine learning algorithms, employers have to be aware of privacy laws. For this reason, employers should introduce a human control system and should always remain capable of explaining how a decision was made. Furthermore, care should be taken to ensure that the use of algorithms is not at the expense of equal treatment rights. After all, the use of algorithms in decision-making poses a risk to an employee's right to equality. In this context, consideration should be given to involving an employee representative, such as a works council (especially when an algorithm is used in the context of a rewarding/bonus-system), and laying down rules on the use of algorithms in a Code of Conduct or an employee's handbook.

International Insolvency

The Spanish Insolvency System

This article is intended to be a brief, but effective, approach to the Spanish insolvency system. The purpose is to analyze the international and foreign aspects of the insolvency proceedings and to offer assistance to companies or lawyers who have a client or case in which a Spanish company in insolvency is involved. It will also make reference to the community regulation on international insolvency predominant between member states of the European Union.

The law that regulates contests in Spain is the Insolvency Law 22/2003, July 9. The general concepts to which the Spanish insolvency system responds can be clearly determined by the objective cause of the insolvency, a judicialization of the proceeding, and only one process.

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International Insolvency

1. Introduction

The Insolvency Regulation 2015/848 (REI) is valid in proceedings initiated after June 26, 2017, and only applies in insolvency proceedings of dispossession of the debtor of its assets, the appointment of an insolvency creditor or submission of assets, and business of the debtor to judicial supervision, with some exceptions in its application (Article 1 REI).

The regulatory regime applicable to insolvency proceedings with the "centre of main interests" (also called COMI) outside the European Union or Denmark, will be the regulation from international treaties or rules based on the principle of reciprocity, and failing that, will apply the Spanish insolvency law 22/2003 of July 9 (LC). The regulation of insolvency proceedings with a foreign element and its specific particularities are contained in articles 199 to 230 LC, as well as in Articles 10 and 11 of the same law.

2. International Jurisdiction

It is necessary to begin by emphasizing that the international jurisdiction to declare and process the insolvency is based on the place of the debtor's COMI.

The insolvency law in Article 10, in line with article 3.1 of REI, establishes as a general rule that Spanish courts will be competent to declare and process the insolvency of those debtors whose COMI is located in Spain. COMI is defined as the place where the debtor habitually and recognizably by third parties exercises the administration of such interests being valid for both legal person and individuals. In the case of a legal person debtor, the COMI is presumed to be located in the place of the registered office, unless there is evidence to the contrary. The effects of this state of insolvency, which the LC calls "main insolvency," will have a universal scope, including all the debtor's assets, whether located inside or outside Spain.

Following the same scheme as in REI, the insolvency law establishes that if the COMI is not in Spanish territory, but the debtor has an "establishment" in Spain, the commercial judge in whose territory the establishment is located will be acceptable. If there are several establishments, the election will be of the insolvency applicant. Again, it is important to delimit the concept of "establishment," meaning any place of operations where the debtor carries out a non-transitory economic activity with human means and goods, being the arrangement with creditors limited to the debtor's assets that are located in Spain (article 10.3 LC).

Article 11 further provides that in the international sphere, the jurisdiction of the judge only covers those actions which have their legal basis in insolvency law.

3. Applicable Law

Regarding the applicable law, related to article 7.2 REI, article 200 LC determines as a general rule that Spanish law will determine the budgets and effects of the insolvency proceeding declared in Spain, its development and its conclusion. That means that Spain will apply the law of

its *lex fori concursus*, to substantive and procedural questions. However, there are a series of conflict rules regulated in the same law, ranging from articles 201 to 209, as an exception to the general rule.

Concerning the "territorial insolvency," article 210 and successive articles establish a series of particularities. It is established that the "territorial insolvency" will be governed by the same rules as the "main insolvency" (article 210 LC), and the recognition of a foreign main proceeding will allow the opening of a territorial proceeding in Spain without the need to examine the insolvency of the debtor (article 211 LC). The declaration of a "territorial insolvency" may also be requested by any person entitled to request a general insolvency, as well as by the representative of the foreign main proceeding (article 212 LC).

4. Common Rules

In both types of proceedings, main and territorial, articles 214 to 219 LC regulate the obligation to inform the creditors of the debtor residing abroad. To this effect, the LC establishes that once the insolvency proceedings have been declared, the insolvency administration will individually inform the debtor's known creditors who have their habitual residence, domicile or head office abroad (article 214 LC).

The judge, either *ex officio* or at the request of an interested party, may agree to publish the essential content of the judicial decree declaring insolvency in any foreign state when it is convenient, in accordance with the publication arrangements provided for that state (article 215.1 LC). When it is convenient, the insolvency administration may request the publication of the declaration decree and other procedural acts abroad (article 215.2 LC). Insolvency law determines that the payment made to the debtor with habitual residence, domicile or head office abroad, will only release whoever ignored the opening of the proceeding in Spain. It will be presumed that the person who made the payment before the publicity of that opening was unaware of the existence of the procedure (article 216 LC).

Regarding the communication of claims, the LC establishes that any creditor can communicate his credit in a procedure followed before Spanish courts ("main" or "territorial") regardless of whether they have also filed in insolvency proceedings opened abroad. However, in relation to tax and social security credits, they will be subject to the condition of reciprocity (article 217.2 LC).

In restitution and imputation of payments, the law determines that the creditor, who after the opening of a main insolvency proceeding in Spain obtains a payment from the debtor's assets located abroad, must return to the mass what he has obtained. In the state of insolvency abroad the imputation rule of payments will be applied, which means that the creditor who obtains in a foreign insolvency proceeding a partial payment of his credit may not claim in the insolvency proceedings declared in Spain any additional payment, until the remaining creditors of the same class and rank have obtained an equivalent percentage amount (articles 218, 229 LC; article 23.2 REI).

5. Recognition of Foreign Judgments

It is important to mention the process of recognition of resolutions issued in foreign insolvency proceedings, as well as the action of the administrators and representatives, all regulated in article 220 LC and onwards.

First of all, it is essential to examine article 199 LC. According to it, in the absence of reciprocity, or where there is a systematic lack of cooperation by the authorities of a foreign state, the recognition of foreign proceedings will be subject to the principle of reciprocity.

Foreign judgments declaring the opening of insolvency proceedings will be recognized in Spain by means of the exequatur procedure regulated by Law 29/2015 of July 30 on international legal cooperation, in contrast to what is laid down in the regulation for the community states (with the exception of Denmark) where recognition of the opening and subsequent judgments takes place in the other member states without the need for exequatur, thus avoiding such prior judicial control.

With regards to precautionary measures, the insolvency act provides that those measures may be adopted in accordance with Spanish law prior to the recognition of a foreign insolvency proceeding, if the administrator or representative requests so.

There are four basic ideas for parallel insolvency proceedings. In particular, there is a duty of information between the different insolvency administrators, supervised by the courts of each procedure (article 227 LC, arts. 41-43 REI). There is also a reciprocal participation of creditors (article 228 LC, art. 45 REI) where they can participate directly or through the insolvency administrator of the Spanish procedure in proceedings opened in other countries. The imputation rule, which has already been explained above, and the so-called surplus remission rule (article 230 LC, article 49 REI), are applicable to the assets remaining after the conclusion of the territorial insolvency proceeding in Spain. According to the rule, those assets are made available to the insolvency administrator of the foreign main proceedings.

6. Conclusion

We can argue that there are two very similar regulatory regimes with certain particularities, including community and non-community insolvency proceedings, since the Spanish legislature chose to rely on the previous community regulation to regulate the current Spanish insolvency system contained in Law 22/2003, of July 9, Insolvency.

As a rigorous synthesis of the most outstanding international aspects of insolvency law, the LC presumes both for the case of the main and territorial insolvency, the obligation to inform foreign creditors through the insolvency administration, in addition to the publication abroad of the declaration order, and the other acts of the procedure, when so agreed by the judge. P

Opportunities for Foreign Companies in Belgium: The New Companies and Associations Code

Following the recent amendment of insolvency laws and general changes of corporate law, a new Belgian Code of Companies and Associations was approved by the Belgian Parliament on February 28, 2019.

The aim of the new code is to make Belgian company law more flexible and to simplify the existing rules, with the single purpose of attracting more domestic and foreign investors.

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This new code has been applicable to new companies since May 1, 2019, and starting on January 1, 2020, the mandatory provisions of the new code will apply to all existing companies and associations. The latter means (amongst others) that beginning January 1, 2020, every modification of the articles of association of a Belgian-based company will have to be executed according to the new rules. Companies have until January 1, 2024, to amend their articles of association in accordance with the new code. If they change their articles of association in that period, they are obliged to adjust their articles of association in accordance with the new code.

If a Belgian company or association should not adapt on or after January 1, 2024, the new rules will be imposed on them automatically.

This article is intended to briefly review the most important changes and to compare them, if appropriate, with similar possibilities in other European countries.

Registered Office Doctrine

The introduction of the registered office doctrine and the procedure for cross-border conversion means that investors can choose where they set up their company, even if the center of main interest is located elsewhere: a Belgian citizen can choose a German company form for his foreign activities; a German citizen can opt for a Belgian corporate form for his German and foreign activities. Not the real center of activities, but the registered office as indicated in the articles of association, will thus, henceforth, be decisive due to the new rules. According to Belgian tax law and insolvency law, on the other hand, the location of the actual offices is and remains decisive.[1]

Limitation of Director's Liability

Belgium becomes the first European country where the liability of directors is, in certain cases, limited to a legally determined fixed amount.

The limitation of liability applies both to the company and third parties and is in full effect regardless of the contractual or extra-contractual basis of the liability. The maximum amounts apply to all directors together, and, therefore, apply per fact or the whole of facts that can give rise to liability, regardless of the number of claimants or claims.[2] (See chart below.)

The limitation of liability, however, does not apply in the case of:

- A minor error that occurs usually, rather than accidentally;
- Gross negligence or misconduct; and
- Fraudulent intent or intention to harm.

Max. Amount	Turnover	Balance sheet
€ 125.000	< € 350.000	And < € 175.000
€ 250.000	< € 700.000	And < € 350.000
€ 1.000.000	< € 9.000.000	Or > € 4.500.000
€ 3.000.000	€ 9.000.000 – € 50.000.000	And € 4.500.000 - € 43.000.000
€ 12.000.000	> € 50.000.000	Or > € 43.000.000

Unlike, for example, in Delaware, the limitation of liability is standard and, therefore, does not have to be formally included in the articles of association to be applicable.

As in Belgium, the code of commerce was changed and codified with other commercial laws into a new Belgian Code of Economic Rights (WER-CDE), the Belgian legislature chose to remove liability rules in the former Belgian Company Code and integrated them into the Code of Economic Law. This was done in order to avoid that companies, which are incorporated in another country but have their center of main interest in Belgium, would escape liability claims in the event of bankruptcy. Indeed, as the new Belgian Code of Companies and Associations applies the registered office doctrine, Belgian insolvency rules will still apply to every company which has its main interests in Belgium.

In conclusion, it will be possible that a foreign company, which has its center of main interests in Belgium, will not be subject to the new Belgian Code of Companies but will be subject to Belgian Insolvency Laws which is incorporated in the Code of Economic Law.

Multiple Voting Rights and Non-Voting Rights

In countries such as Sweden, France, the Netherlands and Italy, it is already possible to have multiple voting rights in a company.

In Sweden, for example, no share may carry voting rights which are more than 10 times greater than the voting rights of any other share. In France, loyalty voting rights for listed companies exist, whereby an additional voting right is obtained if the shares remain in the hands of the same shareholder for at least two years.

In the Netherlands, there is no legal provision that allows multiple voting rights within a public limited liability company, but it is accepted by case law under certain conditions. The lack of a legal provision does lead to legal uncertainty.

In Belgium, there is no restriction for non-listed companies, with the exception and ground rule that there must always be one share with at least one vote. It thus becomes possible, for example, to grant 1,000 voting rights to one share of shareholder A, and 10 voting rights to one share of shareholder B. Even shares without voting rights are possible (under certain conditions).

Where a normal amendment to the articles of association normally requires a majority of three-quarters, the introduction of multiple voting rights only requires two-thirds majority.

The opportunities for investors (private equity) in start-ups and financial high-risk companies are, therefore, almost unlimited. For listed companies, the loyalty voting rights are the same as in France, which rewards loyal shareholders.

Abolition of Share Capital for the Private Limited Liability Company

Upon incorporation of the Belgian private limited liability company (BVBA-SPRL), the requirement for a minimum capital disappears and is replaced by the net equity of the same company. This means that you don't need a minimum capital anymore to set up a company. It was already possible to set up a company with just one EUR, but only under strict conditions which will disappear.

The founders thereby need to ensure that the company has the net equity at the time of incorporation which, in view of the other sources of financing, is sufficient in the light of the intended activity during a certain period of time (two years).[3] They have to draw up a financial plan that must meet certain conditions.

In the absence of the concept of share capital, the new Code of Companies and Associations introduces new restrictions on distributions of profit:

1. The net assets test, where the general meeting of partners must establish that the distribution of assets will not result in a negative net equity of the company, and

2. The liquidity test, where the management body must establish that the actual distribution of net assets will not lead to a situation whereby the company would no longer be able to pay the debts for a period of at least twelve months, under penalty of a director's liability (see earlier).

For the public limited company, the concept of share capital continues to exist and so you will still need 61.500 EUR to set up a public company.

Conclusion

The new Belgian Code of Companies and Associations provides a large degree of freedom to make your own arrangements in the articles of association. When this freedom is not exercised, specific and clear default rules are applicable. P

1 K. MARESCEAU, De Vennootschap & haar nieuw ontwerp-Wetboek, Larcier, 11.

2 Art. 2:57, §2 WVV.

3 Art. 5:3 WVV.

Doing Business in Germany: Which Legal Form is Right for Your Company?

Anyone interested in pursuing commercial (or charitable) activities in Germany can – just like in most other countries – generally choose the legal form under which they wish to run their business at their own discretion. Of course, there are exceptions to this rule. As an example, a bank cannot operate in the legal form of a sole trader.

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Below, we would like to introduce three of the most common legal forms in Germany with limited liability.

1. Limited Liability Company (GmbH)

In Germany, the most popular legal form is probably that of a GmbH. GmbH stands for "Gesellschaft mit beschränkter Haftung" (a limited liability company). The legal statutes for a GmbH can be found in the German GmbH Act.

Shareholders and CEOs

It is possible for a GmbH to be founded by one person, who acts as both sole shareholder and CEO (one-person company). The CEO has to be an individual. Shareholders of a GmbH, on the other hand, can be either individuals or companies. Incidentally, the nationality does not play any significant role, which means that a foreigner can create a one-person company and foreign companies can also become shareholders of a GmbH.

As a general rule, a GmbH does not require a supervisory board (to supervise the management). However, the shareholders are free at any time to set up such a supervisory board at their discretion.

Share Capital

The minimum share capital of a GmbH required by law is EUR 25,000. Half of this amount has to be paid in order for the GmbH to be entered into the commercial register and for it to become fully operational.

Purpose of the Business

A GmbH can pursue practically any legally acceptable goals and purposes. In some cases, a permit may be required before business operations can begin or in order to have the GmbH registered.

Memorandum of Association

The GmbH must have a written memorandum of association, the minimum content of which is legally stipulated. It must contain:

- the name of the company,
- its location,
- the purpose of the company,
- the amount of the share capital, and
- the number and par value of the shares acquired by each shareholder.

In most cases, and especially if the GmbH has several shareholders, the memorandum of association contains many more provisions, such as those regarding majorities in shareholder resolutions, management, removal of shareholders, etc.

The memorandum of association must be signed by all shareholders as part of a notarial certification before a (German) notary. As a rule, subsequent amendments to the memorandum of association also require a shareholders' resolution to be passed by a majority of at least 75 percent of the votes in front of a notary.

Liability

The company's liability is limited to its assets, i.e., the shareholders are generally not personally liable with their private assets – with the exception of the possibility of "piercing the corporate veil" in certain and very narrowly defined cases. Of course, the CEO may also be personally liable if he violates his duties.

2. Limited Partnership with LLC as General Partner (GmbH & Co. KG)

The GmbH & Co. KG was not created by the legal authorities, but rather emerged from practical situations. Its roots date back to before 1900. While it was initially disputed whether individuals and corporations could join forces in a KG, the GmbH & Co. KG is a common legal form nowadays.

Shareholders and Liability

Legally, a GmbH & Co. KG is a so-called Kommanditgesellschaft (limited partnership business entity). Such a company consists of at least one partner with limited liability (limited partner) and at least one partner with personal and unlimited liability (general partner). The limited partners are liable only for the amount of the liability agreed in the memorandum of association. There is no stipulated sum for this amount.

What is unique about a GmbH & Co. KG is that the personally liable partner is a GmbH (limited liability company). Although the latter is liable with its entire assets, in practice this rarely amounts to more than the minimum share capital of EUR 25,000.

Share Capital

There is no minimum share capital for a KG, as is the case with a GmbH. Of course, the minimum share capital of the general partner GmbH has to be raised.

Purpose of the Business

The purpose of the business has to be the operation of a commercial business. This means, for example, that freelancers are denied this legal form – although there are exceptions to this, such as tax consultants or auditing companies, which are explicitly free to choose this legal form.

Memorandum of Association

There is no legal requirement for a written – let alone notarized – memorandum of association for a KG to be registered in the commercial register. It goes without saying that a written contract is advisable. Again, it should be noted that the general partner GmbH must have a memorandum of association, which satisfies the minimum requirements of the GmbH Act.

3. Stock Corporation (Aktiengesellschaft)

At first glance, an Aktiengesellschaft (AG) is similar to a GmbH, but its legal structure differs significantly.

A more general difference is that the Aktiengesetz (AktG – German Stock Corporation Act) is far more nuanced than the equivalent for a GmbH, and many of the regulations are mandatory. This means that the shareholders cannot deviate from them, even if they decide to do so unanimously.

Governing Bodies and Share Capital

There are further differences in the overall structure. The minimum share capital, for example, is EUR 50,000. The governing bodies of an AG are: annual general meeting, executive board and supervisory board. This means that the AG must have a supervisory board that monitors the executive board, which, in turn, manages the company. The annual general meeting constitutes the entirety of the shareholders.

Since a member of the executive board may not be a member of the supervisory board at the same time, there is no such thing as a "one-person AG." At least four people are needed to set up an AG. However, what has been said about a GmbH applies in principle also for these people: other (German or foreign) companies can also become shareholders, and only individuals (German or foreign) can become members of the executive board and supervisory board.

Memorandum of Association, Purpose of Business, Liability

As is the case with a GmbH, the AG is required to draw up a notarized memorandum of association, which must contain a legally defined minimum set of elements. As far as the purpose of business and the liability are concerned, all the characteristics mentioned above for a GmbH apply.

Choice of Corporate Legal Form is Crucial for Taxes

Unlike, for instance, with the US-LLC, there is no check-the-box choice in Germany. Consequently, there is no type of company that would permit a choice of taxation system. From a tax point of view, this means that the choice of legal form is of enormous importance from the very beginning, when a company is first founded. A change of the tax regime after the foundation is only possible by changing the legal form of the company in question.

Taxation of GmbH and AG

Both the GmbH and the AG are corporations which are independent fiscal entities and are subject to a corporation tax rate of 15 percent. They provide a shielding effect vis-à-vis the shareholder, i.e., all profits of the company are initially taxed solely at the company level. Not until the company distributes its profits to the shareholders does taxable income become payable at the shareholder level. If the receiving shareholder is an individual, capital gains tax is payable at a flat rate of 25 percent. If, on the other hand, the receiving shareholder is itself a corporation, the tax burden is between 0.75 percent and 15 percent, depending on the shareholding amount.

Taxation of GmbH and KG

In contrast, a GmbH & Co. KG is considered to be a partnership. From a tax point of view, it is subject to the principle of transparency, so that there is only a determination of profits for tax purposes at company level, but no actual taxation (with the exception of Gewerbesteuer, the German business tax). All profits are allocated directly to the shareholders in accordance with the agreed profit distribution ratio and taxed at the individual tax rate of up to 45 percent as part of the regular income tax return.

The German solidarity surcharge and the church tax (only relevant for individuals) are not taken into account in the comments above.

When establishing a company in Germany, a comprehensive assessment should be carried out to determine which legal form of company is best suited to the project in question, both in terms of corporate law and tax legislation. To avoid unpleasant surprises, this should always be done in advance. P

Enhancing Social Housing and Financial Inclusion

Social housing and financial inclusion have been two of the most pressing issues for the Colombian government during the last 20 years. Lack of resources, issues with the allocation of risks, problems with the generation of land for the purpose of social projects, an informal economy that is neither taxed nor monitored by any form of government, and high costs of financial services are just some of the causes of the current situation with regard to the qualitative and quantitative social housing deficit.

As part of President Ivan Duque's government plan, both the Ministry of Finance and Public Credit and the Housing Ministry, issued the Decree 2413[1] on December 24, 2018. Through this, they established the conditions for the implementation of the lease contract with or without purchase option system, or so called, "Semillero de Propietarios."

Here, we will present some of the more important points of the new policy[2] and how it will help address the issues mentioned earlier, along with the idea of private investors in these projects.

Objective

The decrees mentioned above intended to articulate both the lease contract with or without purchase option and the family housing allowance in order to grant citizens, with income lower than two current legal monthly minimum wages[3] (or USD 504 approximately), access to a social housing solution.

How It Works

The beneficiaries of the program will choose a housing solution and will sign a lease agreement with or without purchase option. The term of the lease will be 24 months.

In case the lease agreement does not include a purchase option, the contract will be ruled only by the lease agreement provisions and any sum of money will be paid as rent. In those cases that include a purchase option, each payment will be divided as follows: (i) a part will be used to comply with the stipulations of the lease agreement; (ii) the rest of it will be channelled through financial entities in order to enhance both the inclusion of the beneficiaries (considering that most of them do not have any financial service) and educate more citizens about the importance of saving for the future.

According to the financial analysis, after 24 months, the family will have enough money to pay the initial fee to buy the house they have been living in.

Considering the allowance, the government will also contribute a maximum amount of money equivalent to around 180 USD. This allowance makes part of the consideration under the lease contract.

Program Goals

According to the government's projections, in 2019 alone, this program will assign almost 40,000 subsidies. During the four years of the presidency of Ivan Duque, more than 200,000 subsidies are projected to be assigned.

Opportunities for the Private Sector

After a thorough analysis of the provisions related to "Semillero de Propietarios," it is evident that there are two big opportunities for the private sector – national and foreign – to participate:

1. Operator of housing projects. According to the legal framework, for this program to work, an "operator" for the social housing project is required. Within its duties are the following: (a) receive, analyze and assess the initial information delivered by the applicant to the program[4]; (b) choose, between the applicants, the beneficiary of each of the housing solutions that are part of specific projects, according to the analysis mentioned above; and (c) develop all the activities required for both the signature of the lease contract – and the fulfilment of the

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obligations that will arise from it – and the recognition of the allowance by the Colombian government.

Considering the special conditions of this "operator" and how new the system is, the experience of operators of social housing projects in other jurisdictions will offer an advantage over those recently incorporated for this purpose.

2. Private investors in real estate projects. Perhaps the most innovative element necessary for this program to work is the involvement of the private sector not only as builders, but also as financers of the real estate projects. Until now, construction companies in Colombia were accustomed to build-to-sell. Nevertheless, in this scheme, they will build to lease, with an expectation of selling the housing solutions after the 24-month period of the lease. This new scenario presents challenges in fields like: (a) financial sector loans; (b) allocation of risk – occupation of the projects; and (c) inventories.

Considering that in some cases, the new rules arguably imply a shift in the construction companies' activities, professional investors in real estate projects will be welcome not only for their experience, but also for the knowledge they have acquired in how to handle the risk linked with a lease project like the one the Colombian government wants to implement.

Program Challenges

During the process of discussion with the private sector, there were two main concerns regarding the proposed program:

1. Time frame to show results. While the government invited the private sector to make their projects eligible for "Semillero de Propietarios" in April 2019, the program was launched on May 7, 2019, with 170 housing solutions located in Bogotá.

   Although the Housing Ministry expects to show results as quickly as possible, it is expected that the big part of government allowances will be allocated 18 months after the program was launched. As happens in other jurisdictions, it is not common for private builders to have an inventory large enough to make a real difference regarding the allocation of allowances. In this sense, in almost 30 months, we will have enough information to assess if the program is fulfilling its objectives.

2. When talking about a lease contract and the consequences of its termination, Colombian legislation does not include a mechanism fast enough to defend the lessor's rights regarding getting back the tenure of the housing solution. To address this point, congress just approved a piece of legislation as part of the national development plan, that creates a new procedure. Now, when the lease contract is terminated, the lessor can get back the tenure of the housing solution for a maximum of six months. Once again, effectiveness of this initiative will only be measured after the lease contract expires in 30 months.

As explained, "Semillero de Propietarios" can be seen as an innovative way to address some of the challenges the Colombian government faces in developing, funding and allocating social housing. Nevertheless, as result of its structure, assessment of its effectiveness will only be possible after 2021.

1 es.presidencia.gov.co/normativa/normativa/DECRETO%202413%20DEL%2024%20DE%20DICIEMBRE%20DE%202018.pdf

2 minvivienda.gov.co/viceministerios/viceministerio-de-vivienda/programas/semillero-de-propietarios/abc-semillero-de-propietarios

3 minvivienda.gov.co/viceministerios/viceministerio-de-vivienda/programas/semillero-de-propietarios

4 semillerodepropietarios.com.co/Formulario/

Argentina: When Is the Right Time to Invest?

Argentina is currently one of the most interesting countries for investment, and the current administration is analyzing new policies to create an investment friendly environment. The diversity of the country's climates, as well as a considerable number of natural resources, farms and industries, make Argentina an appealing market.

It is easy to find opinions from investment funds and reports from multilateral organizations that believe there are boom times ahead for Argentine assets, and that Argentina may represent one of the best-calculated risks one can make in Latin American investment today.

The current administration under President Mauricio Macri is strongly promoting business-friendly platforms, and we believe the country is in the first stages of real recovery, as foreign investment has begun to return across various industry sectors. It seems to be a new world, as well as a new beginning, for all Argentine assets. Many global financial publications have recently published feature articles highlighting Argentina as one of the best places to invest in 2019 and beyond.

Argentine assets may now be at the beginning stages of what could be a medium-term period in which the assets could increase in value. A pro-business government is in power, and new opportunities may arise in a country in which rules are being adjusted in order to create a better place for businesses.

We have seen recent booming economies in South American countries, and we believe that Argentina may likely follow suit with the potential to show exponential growth and tremendous long-term appreciation. It is also worth mentioning that Brazil, our major commercial partner, has appointed a new president that we estimate will be able to coordinate the commercial agenda of both countries. According to recent commercial data, every time Brazil and Argentina worked together, the economies of both countries have grown considerably in various sectors. We estimate that this situation is about to happen again.

It is also important to mention that later in 2019, Argentineans have to vote for a new president. We are of the opinion that the current administration has strong chances to win the election. If not, we do not envisage any other candidate that could return to populism.

Having said that, it is worth mentioning that Argentina, among other countries: (a) has signed several international treaties that protect foreign investments in the country, (b) promotes the free trade among the region and other economic sector of the globe, (c) permits the free entry and re-export of capitals from companies set up in the country, (d) created an agency with the purpose of promoting foreign investment in our country, (e) has registries that provide a transparent and secure title over private properties, such as real estate or other goods that could be registered within such registries, (f) grants legal stability agreements with the government providing tax stability in certain industries, among other tools to promote an investment friendly environment, and (g) is also committed to an economic plan that is reducing the fiscal deficit and inflation.

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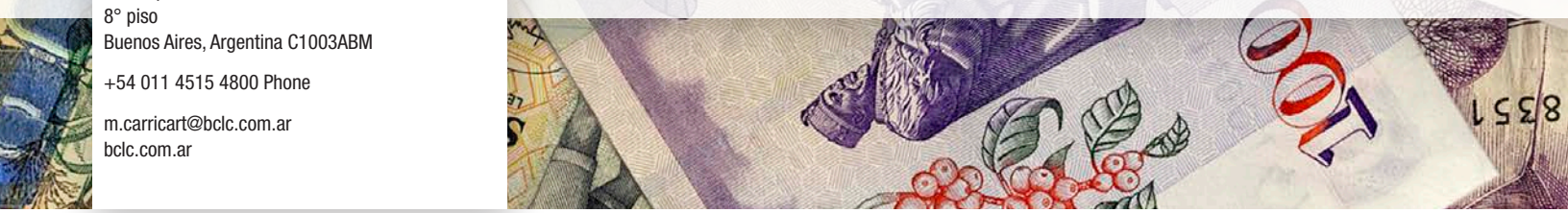

As you can see, Argentina and the current administration are aiming to make investors think about Argentina when they are planning investments.

However, we also must mention that, as of today, there are two issues that Argentina must tackle urgently in order to continue with the right policies. According to us: (a) the labor regulations need to be amended to be more flexible, and the labor costs need to be reduced, and (b) the tax burden is one of the highest in the region.

The current government is aware of these issues and is making efforts to diminish the impact of these factors. This is a long process, but Argentina has already started to discuss and work this out.

This article certainly does not exhaust the situations of the present reality of Argentina, but hopefully has helped the reader to realize that in Latin America, a new era has begun. Argentina is willing to receive more investment in various sectors. The government officers are well qualified and ready to welcome the new investments. Argentina has to keep working on certain domestic issues, but certainly we are not afraid to state that it is a proper moment to invest in Argentina. P

Catch Me If You Can: When the Law Cannot Reach Technology Innovation in Chile

It is not a mystery that technology is changing the way our lives are shaped. Uber, Amazon, Airbnb, Spotify, Netflix, Google, Apple, etc., are changing the way we interact as human beings. All these innovations come with an impact on people's daily life – and when a technology changes people's daily life, the law and regulation should come into play.

The law usually regulates a factual situation – something that has already happened. Hence, first we have a technology, and then we have the law.

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The problem is that usually, in that race, technology is 10 times faster than regulatory laws and regulation.

The law-making process in Chile is lengthy and highly regulated. Many times, that process depends on the political will in Congress and negotiations between the ruling party and the opposition. Consequently, current legislative frameworks are often too rigid and, once they regulate a technology, they often hinder rather than incentivize processes by not understanding them.

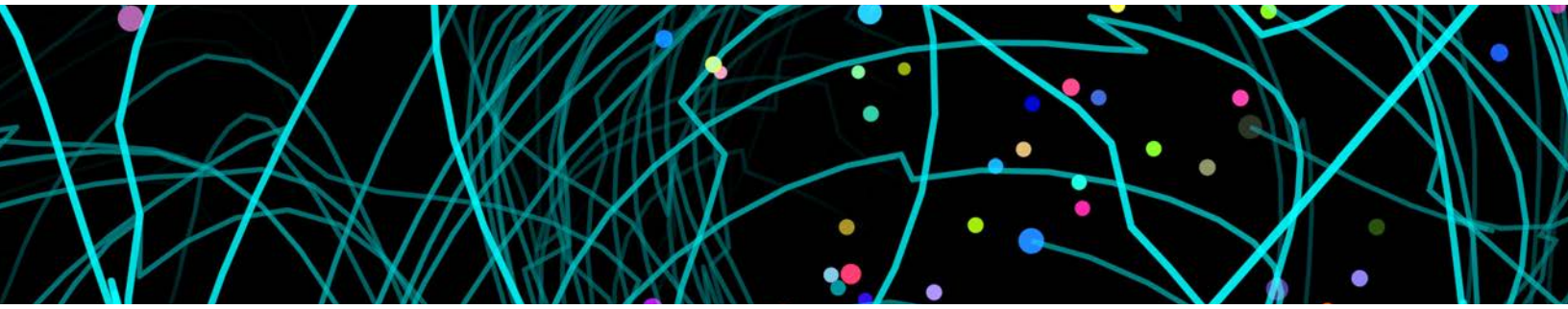
Faced with this problem, there are two opposing positions. At one end of the spectrum are jurists who argue that current legislation is sufficient. In such cases, they seek to solve the problems represented by innovation and technology with the solutions provided by traditional civil law. At the opposite end of the spectrum are those who want new laws that expressly provide for concepts such as artificial intelligence, blockchain and machine learning. In this debate, the position of individual governments tends to be between inaction or the adoption of conservative measures.

In spite of this problem, balance can be found through some tools. Singapore, the United Kingdom, Switzerland, Canada, Australia, Hong Kong and the United States have already begun to implement flexible regulatory instruments that support and promote private sector innovation initiatives, particularly in the fintech sector. In this article, we will discuss two flexible regulatory instruments: sunset rules and regulatory sandboxes.

Sunset Rules or Sunset Law

Sunset rule or sunset law is "a statute or provision in a law that requires periodic review of the rationale for continued existence of the particular law or the specific administrative agency or other governmental function. The legislature must take positive steps to allow the law, agency, or functions to continue in existence by a certain date or such will cease to exist."

Therefore, sunset clauses are endowed with a temporary character (usually one to five years) that allows legislators and regulators to coordinate the life cycles of regulations with other timeframes and do away with rules that have become obsolete because of technological or social evolution (Ranchordas, 2014). This obliges the legislator to evaluate the suitability of the regulation once the agreed period has elapsed, assessing successes and failures. Legislative initiatives with this purpose have consisted of the removal of barriers to technological development in the private sector and providing funding or economic incentives to stimulate innovative activities. These attempts were particularly visible in the field of cooperative research & development (R&D), where numerous laws were enacted to advance industry-university cooperation and industry-federal R&D enterprise cooperation. An example of the former was the Economic Recovery Tax Act of 1981, which established the research and experimentation tax credit, granting firms a larger deduction for charitable contributions of equipment used in scientific research at academic



institutions and for the donation of new equipment by a manufacturer to the latter. This act was supposed to sunset in 1985, but because of successive renewals, it is still offered today (Ranchordas, 2014).

Sunset laws are not common in Chile. However, there are some temporary effects laws, such as the nation's budget law, public sector readjustment law and the subsidy advance law, among others. The difference in such cases is that once the law expires, if it is not examined for renewal, it simply expires. A similar solution (sunset rule) may be implemented in Chile regarding disruptive technologies. Instead of a law, it may be a regulation that can be easily revisited and reformed for the respective authority, such as a memo or a decree, without the need to initiate a cumbersome legal reform procedure in Congress.

Regulatory Sandboxes

A regulatory sandbox is defined as "spaces of experimentation, which allow innovative companies to operate temporarily, under certain rules that limit aspects such as the number of users or the period of time in which the product can be offered" (Herrera & Vadillo, 2018). A regulatory sandbox is an effective tool that fosters the development of innovations that generate benefits for society and allows the regulator to evaluate the impacts of technologies in order to decide on their regulation. In the same way, it avoids situations in which innovative companies cannot operate due to the absence of a law that regulates their activity, or because there is uncertainty about the possible impacts and problems that may arise. In other words, it allows companies to know and adapt to regulation in advance and allows the regulator to better understand the functioning of a new actor.

It is not enough for a company to be innovative to benefit from a sandbox scheme. In the United Kingdom, the leading country in terms of regulatory sandboxes, companies must be accredited: (i) that they are proposing a novel solution in a regulated sector, or at least, that supports a regulated activity; (ii) that the products, services or technology they offer are unprecedented in the country; (iii) that their commercialization may benefit consumers; (iv) that they have invested resources to analyze the current regulation and mitigate the risks that the activity may produce; and (v) that they are able to operate and test their innovations in a real environment (Herrera & Vadillo, 2018).

The regulatory sandbox has not been used in Chile yet, but financial authorities have closely watched this regulatory technique. The president of the Commission for the Financial Market proposed to generate a regulatory framework for fintech and include in it the regulatory sandbox in order to empower startups. Similarly, the Superintendency of Banks and Financial Institutions, through a technical note, has indicated that "… the possibility of establishing regulatory sandbox models in Chile is an option that still requires further discussion and certainly legal and regulatory changes. Notwithstanding the foregoing, it should be noted that there are provisions in our legal system that authorize the supervisor to exempt the supervised entities from requirements. In effect, article 4 of Law No. 18,045 empowers the securities supervisor to exempt supervised entities from requirements, taking into account the number and type of investors or the media through which transactions are communicated or materialized, and the amount of securities offered. This could be the basis for future regulation on the matter. In addition, it is necessary to generate additional steps to safeguard the stability and protection of consumers…" (Yañez, 2018).

Regulatory uncertainty is harmful to innovation, because it may lead to a state of inaction in the industry. If companies do not know when and/or if their products or services will be regulated, the incentives to invest may decrease. In addition, regulatory delays can be very costly for emerging firms. Regulators often focus on the risks new technologies can bring, delaying the innovation process and forgetting the opportunities that might be lost by regulatory delays.

If Chile wants to grow and become a technological leader in Latin America, it must promote innovation and experiment with new regulatory techniques that allow technological firms to have some certainty. This will allow them to invest and create solid solutions that enrich society as a whole, within a flexible regulatory framework that allows the authority to understand a disruptive technology, regulate it adequately and perfect technological advances from its source. P

Frequently Asked Questions on Ship Arrest in Panama

How fast can a ship within Panama's territorial waters or transiting through the Panama Canal be arrested?

The arrest of the ship can be arranged within the same day. The Maritime Courts of Panama are available 24/7 to seize the vessel once located at any port or dock in Panama or at the beginning or completion of its transit through the Panama Canal. Once resources have been assigned by the Panama Canal Authority for the ship to transit, it can only be detained after conclusion of the transit, but before leaving Panamanian waters.

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Which types of claims can be secured with a ship arrest in Panama?

- Bunker debts
- Cargo or freight claims
- Personal injury claims
- Seaman labor claims
- Stevedores claims
- Charter party disputes
- Towage claims
- Salvage claims
- Mortgage executions
- Any claim arising out of acts related to maritime commerce, transportation and traffic arising inside or outside the territory of Panama (Art. 19 of Maritime Procedure Law).

What documents are required by the Maritime Courts to file an arrest against a ship which is transiting through the Panama Canal or found in jurisdictional waters in Panama?

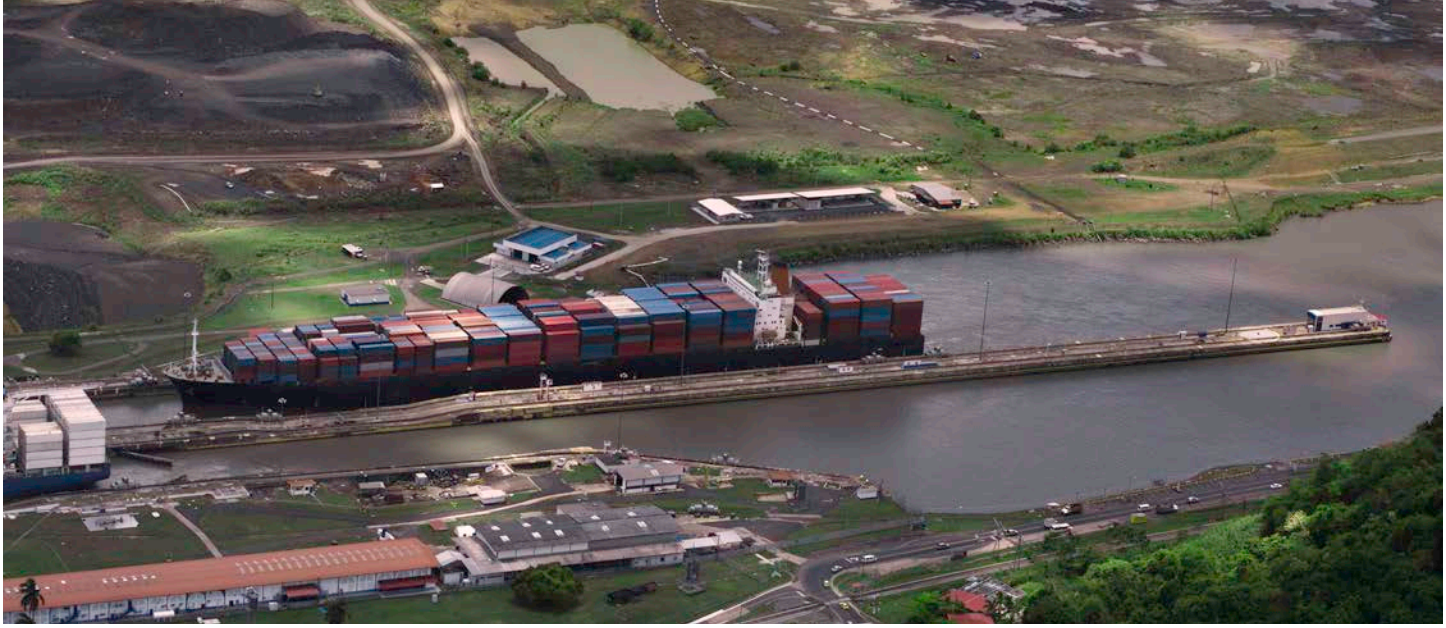
1. Power of Attorney granted to our law offices and Good Standing Certificate of the claimant party. If not readily available, a cash bond for US 1,500 must be deposited in order to act as "unofficial agents" until certified originals of these documents are available.
2. Complaint and application for arrest.
3. Security deposit of US 1,000 for damages.
4. Deposit for custody and maintenance of the vessel of US 2,500 (or US 4,500 if the vessel is over 10,000 GRT).
5. Documentation in support of application for arrest. "Prima facie evidence," such as agreements, invoices, e-mail communications, correspondence, etc.
6. Certification of the vessel's flag of registry and ownership (i.e., copy of a reputable international shipping directory listing the vessel's details).

The above documentation could be presented to the court, at the initial stage of the judicial process without formalities, i.e., legalized or authenticated originals. Documents may even be filed in English and photocopies or scanned copies will suffice.

How is the priority and/or ranking of creditors determined under maritime claims in Panama?

The priority or ranking of creditors is determined in Chapter 2, Article 244 of Law 55 of 6th August, 2008 amended by Law 27th of 28th October, 2014 in the following order:

1. Court costs incurred in the common interests of all maritime creditors.
2. Expenses, compensation and wages, for any assistance and salvage.
3. Wages, remuneration and compensation owed to the master and crew members.
4. Ship mortgages.



5. Debts owed to the Panamanian government on rates and taxes.
6. Salaries and wages due to stevedores and dockworkers hired directly by the owner, operator or master of the vessel, for her loading or discharge.
7. Any compensation payable for damages caused due to fault or negligence.
8. Amounts owed for general average contributions.
9. Debts incurred in procuring the vessels' necessities and provisions.
10. Bottomry loans for the ship's hull, rigging, stores, equipment and outfit, and insurance premiums.
11. Wages of pilots, watchmen, and the cost of the ship's maintenance and custody, rigging and stores.
12. Compensation payable to shippers and passengers for failure to deliver cargo or for damage thereto sustained and attributable to the master or crew.
13. The price obtained for the ship's last sale and any interests owed.

Aside from ship arrest, what other alternative does a plaintiff have to secure any outstanding debt against a defendant when the vessel is registered under Panama's flag?

Any plaintiff with legal standing can file a complaint, with application of conservative measure, whenever the vessel is registered under the Panama flag. This remedy is known as conservative measure and regulated in Article 206 of Panama Maritime Procedure Law as follows:

> *"Article 206. In addition to the cases provided for, a person with reason to believe that during the time prior to a judicial recognition of his right he will suffer immediate or irreparable danger, may request from the Judge the most appropriate conservatory or protective measure which will provisionally guarantee, depending on the circumstances, the effects of a judgment of law. The petitioner shall present his motion, accompanying the preliminary evidence and, furthermore, the corresponding security for damages, which in no case shall be less than one thousand dollars (US 1,000) or more than fifty thousand dollars (US 50,000). In case of prohibitions to transfer or encumber vessels or other assets, the bond shall not be less than ten thousand dollars (US 10,000)."*

How can a ship be released from arrest?

In order to lift the arrest, the defendant or arrested party must deposit a guarantee in court, either in cash or in a cashier's check drawn on a bank with the proper license to operate in Panama; or in surety bonds issued by banks, insurance companies or other bonding agencies in the Republic of Panama, authorized to engage in such transactions; or any other guarantee agreed by the parties (i.e.; P&I club letters of undertaking issued by their local agents in Panama). This guarantee must cover the amount claimed in the complaint and the costs assessed by the court including attorney fees, interests and expenses.

How quickly can the ship be released?

The release of the vessel takes place immediately once the guarantee is posted at the Maritime Court.

Can the arrested party file a motion for wrongful arrest at the Maritime Courts in Panama?

Yes. Pursuant to Article 187 of the Panama Maritime Procedure Law, the defendant as part of its defense may file an action for wrongful arrest when:

1. The arrest has been performed over property which is different from the one against which the complaint was brought;
2. The property does not belong to the defendant;
3. The maritime lien or in rem right for whose execution the arrest was filed is extinguished or inexistent; or
4. The arrest was filed in contravention to a prior agreement amongst the parties.

Primerus Reaches Out

Packing sack meals for homeless families in Boise, Idaho.

Assembling food for hungry children in Louisville, Kentucky, to eat over the weekend when they don't have access to school lunches.

Encouraging the entrepreneurial spirit of students in under-resourced communities around New York City.

Primerus Community Service

These are some of the ways Primerus members have worked together to serve their communities in 2019. These efforts in particular took place at Primerus Regional Meetings in June as part of Primerus' commitment to offer a community service event at every gathering.

On June 11, at the Primerus Northeast U.S. Regional Meeting, co-hosted by Barton LLP in New York City, firm managing partner Roger Barton shared with his Primerus colleagues the work of a non-profit he supports – BUILD NYC (Businesses United in Investing, Lending and Development). The organization serves more than 400 students in the Bronx, Brooklyn, Manhattan and Staten Island – using entrepreneurship to help reduce the high school dropout rate and set students up for success in college and their future careers.

Two other New York City-based Primerus firms – Ganfer Shore Leeds & Zauderer LLP and Lewis Johs Avallone Aviles, LLP – joined Barton's firm in hosting the meeting.

Barton's firm focuses on education for many of their community service efforts, and Barton serves on the local advisory board for BUILD NYC.

"It's challenging in many cities, including New York City, for kids in the public school system to get access to the resources that are elsewhere," Barton said.

At the Primerus event, BUILD NYC leaders led Primerus members through a "Minute to Win It" style game in which they brainstormed products or services in the automotive industry. The group with the most unique items, not named by another group, won.

"That energized the whole room," Barton said.

Three BUILD NYC high school students also shared their projects, which included creating a product and developing a business plan to take it to market.

It was gratifying for Barton to showcase the work of an organization he believes in, and Primerus members were inspired by BUILD NYC's work.

"People were touched," Barton said. "It was a nice event."

That same spirit emerged from the Louisville and Boise events, according to Chris Dawe, Primerus vice president of services. The Boise event linked with Interfaith Sanctuary, which provides a meal and a safe place to sleep seven nights a week for those in the Boise area struggling with homelessness.

Primerus Community Service

According to Joseph Pirtle, attorney with Elam & Burke in Boise, many are families with children who also struggle with food insecurity.

Pirtle said Primerus members packed 200 meals, including turkey or roast beef sandwiches, mustard and mayonnaise packets, assorted chips, fruit (apples or oranges) and a cookie.

"The service project was great for me. The positive energy from all of the Primerus participants was contagious. Additionally, seeing the appreciation of our efforts from those at Interfaith Sanctuary was rewarding," Pirtle said.

Pirtle said the service project also "was a great way for those attending the Primerus Regional Meeting to interact with one another while benefiting the Boise community at the same time."

"I hope that this shared experience will help strengthen the bond between Primerus members," he said.

The Louisville event was a partnership with Blessings in a Backpack, an organization which supplies food on the weekends for elementary school children across America who might otherwise go hungry.

In Louisville, Primerus members packed 500 bags of food. Dawe said the non-profit also has a chapter in San Diego, home of the 2019 Primerus Global Conference. So Primerus will partner with them there as well, with conference participants having the option of joining with their Primerus colleagues from around the world to pack 1,000 bags of food.

Efforts are also underway for the first Primerus Global Day of Service on December 5, uniting members around the world in a common community service effort on the same day, Dawe said. Stay tuned for more information at primerus.com.

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Primerus Business Law Institute (PBLI) Primerus Defense Institute (PDI) Primerus Personal Injury Institute (PPII)

Primerus Law Firm Directory – North America

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Primerus Business Law Institute (PBLI) Primerus Defense Institute (PDI) Primerus Personal Injury Institute (PPII)

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Primerus Business Law Institute (PBLI) Primerus Defense Institute (PDI) Primerus Personal Injury Institute (PPII)

Primerus Law Firm Directory – North America

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Primerus Business Law Institute (PBLI) Primerus Defense Institute (PDI) Primerus Personal Injury Institute (PPII)

Primerus Law Firm Directory – North America

Alphabetical by State/Country

Moraine Lake, Rocky Mountains, Canada

Primerus Law Firm Directory – North America

Alphabetical by State/Country

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Alphabetical by Country

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UNESCO whitewashed Cathedral in Leon, Nicaragua

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Florida
Georgia
Hawaii
Idaho
Illinois
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Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Missouri
Montana
Nebraska
Nevada
New Jersey
New Mexico
New York
North Carolina
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
Tennessee
Texas
Utah
Virginia
Washington
West Virginia
Wisconsin
Wyoming

Argentina
Australia
Belgium
Belize
Brazil
British Virgin Islands
Canada
Chile
China
Colombia
Costa Rica
Cuba
Cyprus
Dominican Republic
France
Germany
Greece
Honduras
Hong Kong
Hungary
Ireland
Italy
Kenya
Malaysia
Mexico
Netherlands
Nigeria
Panama
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United Kingdom

2019 and 2020 Calendar of Events

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2019

September 19, 2019
Primerus Europe, Middle East & Africa and Association of Corporate Counsel Europe Local Seminar
Amsterdam, Netherlands
Primerus will be a corporate sponsor.

September 20, 2019
Primerus Europe, Middle East & Africa Member Meeting
Amsterdam, Netherlands

October 10-12, 2019
Primerus Global Conference
San Diego, California

October 27-30, 2019
Association of Corporate Counsel Annual Meeting
Phoenix, Arizona
Primerus will be a corporate sponsor and exhibitor.

November 7-8, 2019
Primerus Defense Institute Fall Seminar
New York, New York

2020

Februry 19-22, 2020
Primerus Plaintiff Personal Injury Winter Conference
St. Pete Beach, Florida

Februry 20-21, 2020
Primerus Transportation Seminar
Phoenix, Arizona

March 4-6, 2020
Primerus Young Lawyers Section Conference
Miami/Coral Gables, Florida

April 23-26, 2020
Primerus Defense Institute Convocation
Colorado Springs, Colorado

April 30-May 2, 2020
Primerus International Summit
Washington, D.C.

May 17-19, 2020
Association of Corporate Counsel Europe Annual Meeting
Brussels, Belgium
Primerus will be a corporate sponsor and exhibitor.

October 4-7, 2020
Association of Corporate Counsel Annual Meeting
Philadelphia, Pennsylvania
Primerus will be a corporate sponsor and exhibitor.

October 15-17, 2020
Primerus Global Conference
Paris, France

November 5-6, 2020
Primerus Defense Institute Fall Seminar
Chicago, Illinois

For more information, please visit primerus.com/events.

Questions? Please contact Chad Sluss, Senior Vice President of Services, at 800.968.2211 or csluss@primerus.com.

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