

THE COURT OF PUBLIC OPINION:

BEST PRACTICES FOR ATTORNEYS IN HIGH-PROFILE OR CRISIS SITUATIONS

Presented by:



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Section 1

ROADMAP FOR HIGH-PROFILE OR CRISIS SITUATIONS

Prepare In Advance

- Assemble crisis team:
 - Internal –
 - CEO
 - GC
 - Division Head
 - Customer service
 - Marketing
 - HR
 - Board
 - External –
 - Attorneys
 - PR
 - IR
- Have team get to know each other, work together and understand each other now
- Role play and crisis drill at least once per year including all team members
- Understand how your company is perceived by the public (not necessarily how you would want them to be)
- Make or maintain media contacts you will want to use to get your message out.
- Have top execs/spokespersons take media training courses
- Prepare press release and talking points in advance of key events for both a good and a bad outcome at court
- Add items to contracts
 - Morals clauses and other events of default
 - Restrictive covenants
 - Indemnity backed up by insurance

Quickly Identify Problem & Impact on all Stakeholders

- Early detection and prompt action is critical
- Early detection methods
 - Customer service calls/emails
 - Data from distributors/suppliers/key contractors
 - Enterprise risk management. What are risk terms and how are you tracking them each day?
 - Internet searches – celebrity sites and comments posted to blogs and new articles.
 - Cultivate internal flow of information – good and bad. Look on yammer or intranet.
- Important to investigate fully what happened –
 - Gather all of the facts - talk to the involved “parties” directly.
 - Intermediaries can have agendas and you may not get the full story.
- Take into account the needs of all stakeholders in formulating your response –
 - Customers
 - Distributors
 - Suppliers
 - Employees
 - Shareholders
 - Competitors
 - Charitable Foundations
- View both the financial and emotional components & perceptions of your brand
- Determine what the brand can withstand -
 - Bad publicity might be okay
 - Criminal penalty with a “perp” walk might be a fatal blow
- Take a look at your key contracts to see if they can be terminated
 - Identify basis upon which they can be terminated.
 - Felony conviction is very different than accusation of a crime.
- What is and is not happening? Respond to what the actual issue is and try to proactively address the one(s) coming down the road (e.g., subsequent attempt to void contract)

Jump into Action to Execute the Plan

- Stay calm – trust your plan and your team
- Manage perceptions (facts are secondary)
- Engage internal/external crisis management team – like a SWAT team
- Alert/direct other internal stakeholders
- Alert/direct external stakeholders.
- “Be quick but don’t hurry” – John Wooden.
- Set realistic goals – likely won’t have complete victory on all fronts so need to prioritize and “goal shift”
- Balance short and long term goals and don’t sacrifice a long term objective for a quick fix to the mini crisis of the day.
- Find out what happened, fix it and then move on.
- Focus on your business – most important constituencies are your customers, shareholders, distributors and employees.

Other Best Practices

- Assemble war chest to make reparations or weather downturn in sales.
- Be a generous before you are asked
- Apologize without admission
- Walk the land and shake the hand
- Close the matter in a dramatic fashion
- Write the conclusion a few months down the road

Section 2

SAMPLE CONTRACT PROVISIONS

Morals Clauses

Example 1

Licensors shall conduct herself at all times in public and private in a first-class, professional manner in order to preserve and enhance the goodwill associated with Licensee and the Products, all as determined in Licensee's sole and unfettered discretion. Conduct that Licensors shall refrain from shall include, without limitation, (i) the public consumption of alcohol or drugs, (ii) public intoxication, (iii) involvement in or association with pornographic photographs, videos and other materials, (iv) violation of any federal, state or local laws, (v) any act of dishonesty; (vi) statements or actions that could adversely affect the business or the reputation of Licensee, its affiliates or its customers, suppliers or vendors, (vii) statements or acts involving moral turpitude, (viii) being involved in any situation or occurrence including, but not limited to, the abuse of or other association with drugs, alcohol or pornography, which may otherwise bring Licensee, the Products or any of Licensee's affiliates, customers, suppliers or vendors into public disrepute, contempt, scandal, or ridicule, or which may shock, insult, or offend the officers, directors, or employees of Licensee or any of its affiliates, customers, suppliers or vendors, or any class or group thereof, or which may reflect unfavorably upon Licensee or its affiliates', customers', suppliers' or vendors' reputation, products or services.

Example 2

Personal Conduct: Product Disparagement. Company shall have the right to terminate this Agreement upon written notice to Licensors delivered within ten (10) days of Company learning that (a) Licensors has been indicted, charged with or convicted of any felony, or (b) Licensors (i) has been indicted, charged with, or convicted of, a misdemeanor involving acts of moral turpitude, including without limitation any moral offenses or drug charges or (ii) has committed an act which brings Licensors into public disrepute or which injures the potential commercial success of Company and/or any of Company's Products.

Example 3

Special Right of Termination. Company shall have the right to elect to terminate the Contract Period at any time if the commercial value of the Licensors's Identification is materially impaired by Licensors's conviction of any act which constitutes a felony and/or a misdemeanor involving moral turpitude.

Example 4

A. SPONSOR may terminate this Agreement at any time upon the occurrence of any of the following events by providing written notice to VENDOR:

- (i) The breach of any representation or warranty of VENDOR under this Agreement, or any breach, non-fulfillment or failure of VENDOR to perform any

agreement, covenant, obligation or waiver of VENDOR contained in this Agreement, that remains uncured for ten (10) days after VENDOR'S receipt of written notice of the breach, provided that if VENDOR undertakes to remedy such breach and diligently pursues such remedy to cure without cessation or pause then the cure period shall be extended up to an additional twenty (20) days ;

(ii) Any act of fraud or dishonesty committed by VENDOR or any of its employees against SPONSOR;

(iii) Any negligence or willful misconduct at any performance racing event (including during competition at any Race) or any conduct reasonably determined by SPONSOR to be unsafe or unprofessional as it relates to participants of the applicable race serie(s), whether or not such misconduct results in the disqualification of VENDOR'S agents or team members from such event;

(iv) Death of ATHLETE or any person determined by SPONSOR to be a material person, member or agent of VENDOR, including but not limited to the GUARANTOR to this Agreement;

(v) Any VENDOR employee or team member, including ATHLETE, is accused of or convicted of any felony crime whatsoever or, without limitation of the foregoing, any misdemeanor crime involving moral turpitude;

(vi) Any VENDOR employee or team member, including ATHLETE, uses any illegal narcotics or drugs or misuses prescription drugs; publicly admits any such present use including but not limited to possession of same, supplying same to others, or entering a drug rehabilitation facility as a patient; is indicted for drug-related charges; or refuses to submit to testing for same;

(vii) VENDOR commits any act or omission that endangers or potentially will endanger SPONSOR'S goodwill, name, and reputation, or VENDOR is subject of any investigation or inquiry involving the foregoing; or

(viii) The institution by or against VENDOR or ATHLETE of any bankruptcy or insolvency proceedings or attachment or receivership, if such proceedings shall not be dismissed within thirty (30) days from the date of the institution thereof.

(ix) Upon the provision of ninety (90) days prior written notice, SPONSOR may terminate this Agreement with or without cause; provided that each party shall continue to satisfy all its obligations hereunder until the effective date of termination.

Any termination notice provided by SPONSOR to VENDOR in accordance with this Section [] shall become effective immediately upon the delivery of it to VENDOR, unless such termination notice provides that it shall become effective at any other time or upon the occurrence of any other event. Upon the effectiveness of any such termination notice, VENDOR shall ensure the immediate removal of all SPONSOR Marks from the VENDOR ASSETS, Apparel, and related equipment and other paraphernalia belonging to VENDOR and related to the Races or this Agreement. Notwithstanding anything to the contrary hereunder, SPONSOR'S payment obligations shall automatically stay during the pendency of any cure period of a breach by VENDOR hereunder or during the notice period for SPONSOR'S right to terminate under this Agreement.

Insurance

Example 1

During the Term and for one year thereafter, Distributor shall maintain the following insurance policies: (i) commercial general liability insurance with a limit of liability of not less than three million dollars (\$3,000,000) per occurrence, subject to an annual aggregate of not less than ten million dollars (\$10,000,000); and (ii) such other policies as ACME INC. may reasonably request from time to time. Among other events, all such policies shall cover the events of injury, sickness, disability or death of any person or entity and damage to property as well as advertising injury. All such policies shall name ACME INC. as an additional insured party and a loss payee, shall be primary to any of ACME INC.'s insurance policies and shall not be cancelled without at least 30 days advance written notice to ACME INC. Distributor will promptly provide ACME INC. with certificates of insurance evidencing the foregoing policies and of any changes thereto, that will name ACME INC. as an additional insured party, primary to any of ACME INC.'s insurance and be issued by a company reasonably acceptable to ACME INC..

Confidentiality Provision

Example 1

In addition to, and not in limitation of, the foregoing restrictions, Licensee shall ensure that each of its officers, directors, members, employees and contractors does not record any Personal Information in any manner, including, without limitation, in any personal diary or similar record, or take any pictures, or sound or video recordings of Artist or any family member, employee, agent or representative of Artist, or give any interview or make any public statement regarding Artist of any family member, employee, agent or representative of Artist, without your prior written consent.

For purposes hereunder, the term “Confidential Information” means any and all information and material that is identified by the disclosing party as confidential or proprietary or that would reasonably be deemed to be confidential or proprietary to the disclosing party, whether or not marked as ‘confidential’ or ‘proprietary’ and whether or not in electronic form and which is disclosed (orally or otherwise) to or obtained by the receiving party, including, without limitation, information that relates to the disclosing party’s past, present or future research, development, financial, technological or business activities including, without limitation, the terms of this Agreement, Campaign Materials prior to first publications, media buying plans, intellectual property, client and vendor lists, books and records, and trade secrets (as defined in Section 3426 of the California Civil Code).). In addition to, and not in limitation of, the foregoing, your Confidential Information shall include all information relating in any way to you, Artist and/or Artist’s family, relatives, associates, friends and/or acquaintances that is identified by you or Artist as personal or confidential or that would reasonably be deemed to be confidential or private to Artist or any other person (the foregoing subset of Confidential Information is sometimes referred to herein as “Personal Information”.) Confidential Information does not include information that is, or becomes, known to the general public, other than as a result of the receiving party’s breach of any obligation to the other party.

Section 3

PRODUCT RECALL

Statement on Website

We believe that actions speak louder than words. That is why it is important to us to demonstrate through our conduct how upset we are by this situation and how much we value our customers. We have established an internal claims procedure to gather information on your losses and ongoing vet bills and, where appropriate, to make payment on you or on your behalf. Please contact us to get more information or download and return to us the claims form indicated in the "Claims Forms" section of this webpage.

Attention: Claims Administrator

Phone: _____ / Fax: _____

Claimant Name	<input type="text"/>	SS# or EIN	<input type="text"/>
Address	<input type="text"/>		
Phone	<input type="text"/>	Fax	<input type="text"/>
Email	<input type="text"/>		

CLAIMANT QUESTIONNAIRE

GENERAL INSTRUCTIONS

1. COMPLETE ONE CLAIMANT QUESTIONNAIRE FOR EACH AFFECTED PET.
2. Please completely answer as many of the questions in the Claimant Questionnaire as possible. Type or legibly print all information.
3. Sign and date the Claimant Questionnaire. *Your signature below is your certification that all information on this form is true and correct under penalty of perjury* and that you authorize ("Company") and/or its agents to inspect the Product you were feeding your pet, to obtain copies of all medical records relative to your pet, to discuss the matter with all persons that provided medical care to your pet and to obtain all such other information as Company may reasonably require to administer your claim.
4. Make a copy of the completed Claimant Questionnaire for your records and send the original Claimant Questionnaire along with one cup of the Product you were feeding your pet to the Company at the address above. The Company will reimburse you for all such shipping costs or you may call the Company to obtain from it a pre-paid shipping label that you can use for this purpose. Please package the Product for mailing in a sealed zip-lock bag on which you have written your last name and social security number. If possible, also include the UPC Code, Production Code and "Use-By" date or portions from the container for the Product containing such information.

SECTION 1 – PET INFORMATION

1. Pet's Name:	<input type="text"/>
2. Pet's age:	<input type="text"/>
3. How long has your pet resided with you?	<input type="text"/>
4. Breed of your pet:	<input type="text"/>
5. Sex of your pet:	<input type="checkbox"/> Male <input type="checkbox"/> Female
6. My pet is a:	<input type="checkbox"/> Dog <input type="checkbox"/> Cat
7. Is your pet spayed or neutered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Is your pet regularly entered into competitions or bred for money?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Is your pet a service animal such as a guide dog?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Is your pet regularly used in commercial film or television?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Last Name:

Pet's Name:

11. If your pet is registered with the AKC or similar body, please provide details:	<input type="text"/>
12. Medications you have given your pet in the month prior to your pet getting sick:	<input type="text"/>
13. What foods other than the Product do you regularly give your pet:	<input type="text"/>
14. What foods other than the Product did you give to your Pet on the day or days when your pet got sick?	<input type="text"/>
15. When was the last time you saw your vet prior to this problem occurring?	<input type="text"/>
16. Has your pet ever had a kidney problem diagnosed? If yes, please provide details:	<input type="text"/>
17. Pre-existing medical conditions or allergies of your pet:	<input type="text"/>

SECTION 2 – INSURANCE INFORMATION

Do you have insurance that could possibly cover any of the medical expenses for your pet?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide the name of the insurance carrier and policy number:	<input type="text"/>	<input type="text"/>
If yes, have you submitted a claim to your carrier for the medical expenses for your pet?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECTION 3 – PRODUCT INFORMATION

1. Which Product or Products did you use:	<input type="text"/>
2. Date on package for "Use Before ___" date and Production Code:	<input type="text"/>
3. What size bag or container of Product did you purchase:	<input type="text"/>
4. Date purchased:	<input type="text" value=" / /"/>
5. Date first fed to your pet:	<input type="text" value=" / /"/>
6. Name and Address of the store that sold the Product to you:	<input type="text"/>
7. Purchase price of Product:	\$ <input type="text"/> (Please include receipt or invoice)
8. Dates and times that you fed this Product to your pet:	<input type="text"/>
9. Approximate quantity of Product given at each feeding:	<input type="text"/>
10. What foods or treats were you using before using the Product:	<input type="text"/>

Last Name:

Pet's Name:

11. How long were you using those foods or treats:	<input type="text"/>
12. When was the last time you gave your pet these items:	<input type="text"/>
13. What other products do you use:	<input type="text"/>
14. How often do you give your pet these other products:	<input type="text"/>

SECTION 4 – INJURY INFORMATION

Please describe in detail your pet's injury, what you and/or your vet did after discovery of the injury and the current condition of your pet.
(Attach additional pages if necessary)

Indicate the date your pet got sick:

When did you first take your pet to the vet for this illness:

Proof of Injury: To assist in processing your claim, Company must receive evidence that the Product injured your pet and that you incurred expenses relative to such injury. Therefore, you must check and enclose at least one of the following forms of proof:

- 1. **Medical Records** — A copy of your pet's medical records relative to the injury along with receipts, an invoice or other written statement of the expenses incurred by you in connection with the injury; OR
- 2. **Letter from your Vet** — A letter from your veterinarian on his/her letterhead describing in detail the injury along with receipts, an invoice or other written statement of the expenses incurred by you in connection with the injury.

5 – VETERINARIAN & LAB INFORMATION

Name of veterinarian that treated your pet for the injury:	<input type="text"/>
Address and phone number of treating veterinarian:	<input type="text"/>
Name of your regular veterinarian (if different than above):	<input type="text"/>
Address and phone number of your regular veterinarian:	<input type="text"/>

Last Name:

Pet's Name:

Name, address and phone number of all other persons or labs that provided or may provide medical care to your pet relative to this injury:

Release of Records: By your signature below, you hereby authorize all providers of medical care and labs to make copies of and provide your pet's medical records to the Company, to speak directly with the Company or its agents about your pet's medical conditions, injury and course of treatment and to provide the Company and its agents with all information reasonably requested by Company in connection with its processing of your claim.

6 - SUMMARY

The following chart lists the actual amount of expenses I have incurred in connection with my pet getting sick by eating the Product:

Medical bills: _____

Purchase price of the Product that was not previously refunded or reimbursed: _____

Funeral or related costs: _____

Purchase of a new pet: _____

TOTAL: _____

7 - VERIFICATION OF OWNERSHIP

If possible, please provide some form of evidence that you are the current owner of the injured pet. Examples of such information include:

- A copy of any documents relative to your purchase or adoption of your pet or the name, address and phone number of the person/entity from who you purchased or adopted your pet; OR
- Copies of any licenses, permits or registration that you obtained relative to your ownership of your pet.

ASSISTANCE WITH THIS CLAIMANT QUESTIONNAIRE

If you had anyone help you prepare this Claimant Questionnaire please provide that person's information in the space provided:

Name: _____

Company: _____

Address: _____

Phone: _____

CERTIFICATION

Under penalty of perjury, I (we) certify that to the best of my (our) knowledge information and belief the information on this Claimant Questionnaire and all accompanying material(s) submitted to Company are true and correct. I/we hereby authorize Company and/or its agents to conduct an inspection of my claim, including, without limitation, review of my pet's medical records and interviews with vets and labs that provided medical care to my pet. I (we) also agree to cooperate with Company and/or its agents in the investigation of this claim.

Signature of Pet Owner

Print name here

Social Security # or EIN

Date

(If you have additional co-owners, please make a copy of this page for their signatures and attach it to the completed Claimant Questionnaire.)

Please mail the completed and executed Claimant Questionnaire, Product sample and other requested information to:

Attention: Claims Administrator

DATE

[Name]
[Address]

Re: Offer of Settlement

Dear [Salutation],

Both _____ and its insurance company, _____, feel terribly about what has happened to your pet. We too are pet owners and pet lovers. _____ was created because its founders wanted to provide a superior product for the health and well being of their pets and the cats and dogs in the larger community. That is still its mission.

Thank you for sending in your completed Claimant Questionnaire. That information is critical to our ability to understand your particular situation and to gather data on the problem as a whole. If you think of anything else that you believe will be helpful, please call or write us.

Based on the information you have provided to us relative to your pet, [Pet Name], we would like to offer [you a lump sum payment of _____ dollars (\$_____)] [to directly pay your vet bills relative to {Pet Name} incurred in connection with this problem] [and to provide you with coupons that are redeemable for _____ ounce/pound bags or _____ ounce cans of _____ dog and cat food]. This offer is a settlement proposal and not an admission of liability.

To accept this offer, please sign and return to us a copy of the enclosed Release Form. We need to receive your signature on the Release in order to be able to make payment to you or on your behalf. Please fax the executed Release to us at (____) ____ - ____ or mail it to the address above. If you have any questions, please call _____ at (____) ____ - _____.

_____ looks forward to demonstrating to you through its conduct how much it values you as a customer and how much it wants to continue to win your confidence. The company knows that there are a lot of choices of products that you can give your pet and appreciates that you have in the past and hopefully will in the future select _____ products.

Very truly yours,

By: _____

Senior Claims Consultant

By: _____

President

Section 4



Andrew M. Apfelberg, Esq.

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Speaker Biography

Practice Areas

- Corporate Legal Services
- Financing Transactions
- Joint Ventures & Strategic Alliances
- Licensing
- Mergers & Acquisitions
- Corporate Structuring & Operations
- Fashion, Apparel & Beauty
- Restaurant, Food & Beverage Law Group

Education

- JD, Boston College Law School, 1996
- BS, University of Southern California, Marshall School of Business, 1993

Professional & Community Affiliations

- Chairman & President, ACG Los Angeles
- Board Member, American Youth Soccer Organization - Region 58
- Children's Hospital Los Angeles, Children's Fund100
- Children's Hospital Los Angeles, First Family Legacy
- Group Leader – Mergers and Acquisitions II, ProVisors
- International Society of Primerus Law Firms (Primerus)

Biography

Andrew M. Apfelberg is a corporate and finance attorney for middle-market companies throughout the United States. He acts as their outside general counsel and advises them in significant transactions such as mergers and acquisitions, private equity and other financings, joint ventures and licensing.

Andrew has particular expertise in the manufacturing & distribution, health & beauty, new media and technology industries. His clients benefit from his strong business and finance background gained from working for investment bank Houlihan Lokey Howard & Zukin prior to attending law school. This experience enables Andrew to more effectively structure transactions and negotiate agreements to maximize the return to the client and increase the likelihood of getting the deal closed.

Andrew is currently the President of the Association for Corporate Growth (ACG) Los Angeles.

Representative Engagements

- Represented FIJI Water LLC, the second largest selling imported water brand in the United States, in the sale of assets and stock of affiliate companies to Roll International Corporation
- Represented Westlake Financial Services in the sale of 20% of the company for \$250 Million to Mirubeni Corporation
- Represented Smarsh, Inc., an innovative provider of email and instant messaging archiving and messaging compliance solutions, in two rounds of private equity investment by Kayne Anderson Private Investors II, L.P.
- Represented leading pet food products manufacturer relative to response to a product recall and relative to contracts with suppliers and distributors
- Represented OPI Products in the license of name, likeness and image of celebrities such as Justin Bieber, Katy Perry and Serena Williams relative to the manufacture and distribution of branded nail lacquer products
- Represented Kate Somerville Skincare in the license of certain intellectual property relative to skin care products at Four Seasons hotels

Accolades

- Named top 40 dealmakers, "Who's Who in L.A. Law," Los Angeles Business Journal, 2011
- Recipient, "40 Under 40" Award, M&A Advisor, 2011
- Rated, "AV Preeminent 5.0 out of 5," Martindale Hubbell
- Listed, "Southern California Super Lawyers" in the field of Business Law, 2005 - 2013
- Recipient, "40 Under 40" Award, San Fernando Valley Business Journal

Published Articles

- Featured, "A Qualified Opinion," Middle Market Growth, May, 2013
- Mentioned, "Fresh Juice Global Acquires Videro, North America," CNBC.com, January 2013
- Quoted, "The Buyers Are Back: M&A Poised to rebound in 2013," Yahoo Finance, January 2013
- Author, "In the Court of Public Opinion: Top Tips for Managing It Successfully," jdsupra.com, August 2012
- Mentioned, "Today's Transactions: AdvisorSquare Sold to Smarsh," Mergers & Acquisitions, June 2012
- Author, "The 'Layer Cake' Approach To Contract Negotiation," Law360, September 2010
- Author, "SEA Change-Why Today is the Right Time to Buy," SPA Management
- Co-Author, "New Facebook Usernames Have IP Implications for Trademark Owners," ABA Business Law Section Newsletter, July 21, 2009
- Co-Author, "Lesson from a Teenager (a needs/wants paradigm for negotiation strategy)," Strat-e-gize Magazine, September/October 2008
- Author, "Using the Bankruptcy Code as an Acquisition Tool," The Century City Lawyer, Fall 2007
- Author, "Should I Stay Or Should I Go?," Business Edge, March 2007

Speaker Biography

Sloane S. Perras, Esq.

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Biography

Sloane S. Perras is Vice President and Chief Legal Officer of The Krystal Company, a 75 year old Southern icon with more than 300 restaurants across the Southeast. She is ultimately responsible for all aspects of legal practice, including but not limited to its franchise practice, mergers and acquisitions, compliance, employment and vendor management. Formerly the Acting General Counsel for Aaron's, Inc., the leader in lease ownership and specialty retailing of office furniture, consumer electronics, home appliances and electronics with 2,000 Company-operated and franchised stores in 48 states and Canada, Sloane led a team of lawyers and paralegals where she was primarily responsible for providing advice and counsel to the business operations, manage commercial litigation, contracts, franchise and all matters of e-discovery as well as oversight of the employment and real estate practice areas. Prior to joining Aaron's, Inc., Sloane was the Vice President, Assistant General Counsel and Assistant Corporate Secretary of Americold Realty Trust, the largest cold-storage warehouseman in the world and REIT, where she had responsibility for significant legal and compliance matters for the company including but not limited to mergers and acquisitions, employment, commercial contracts, real estate and environmental compliance.

Before that, she was in-house counsel with Expeditors International of Washington, Inc., where she managed a global anti-trust investigation and had responsibility for employment, litigation, commercial contracts and related compliance issues for this world-wide freight forwarder. While in private practice, Sloane represented an institutional client also in logistics. She has a B.S. in Finance from the University of Florida and a J.D. from the University of Georgia School of Law. She is a member of the state bars of Florida, Georgia, Pennsylvania, New Jersey and Washington State as well as a board member of the ACC Georgia Chapter and the Secretary of the Corporate Counsel Section of the Atlanta Bar Association.

Education

- B.S. in Finance from the University of Florida
- J.D. from the University of Georgia School of Law



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Speaker Biography

Biography

David Steele is Senior Counsel with The Home Depot. He manages the Commercial Litigation group, and has been with The Home Depot since 2002. The Commercial Litigation group handles a wide variety of matters, including vendor disputes, class actions, IP cases, customer complaints, eDiscovery, and regulatory lawsuits. Prior to The Home Depot David was with the Atlanta office of Alston & Bird. He is a graduate of Southern Methodist University and Vanderbilt Law School.

Speaker Biography



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Practice Areas

- Business
- Commercial Real Estate & Finance

Bar Admissions

- American Bar Association
- Connecticut Bar Association
- Greater Bridgeport Bar Association

Member

- American Bar Association
- Connecticut Bar Association
- Greater Bridgeport Bar Association
- American Bar Association Middle Market and Small Business Committee - Vice Chairman
- American Bar Association Commercial Financial Services Committee
- Business Law Section of the Connecticut Bar Association Executive Committee
- International Society of Primerus Law Firms (Primerus)

Education

- University of Connecticut, B.A. 1983
- University of Connecticut School of Law, J.D. 1986

Biography

Thomas J. Walsh, Jr. is a principal of Brody Wilkinson and a member of the firm's Business and Real Estate Groups. His practice is focused primarily in the areas of general corporate matters, commercial transactions and commercial real estate. Mr. Walsh counsels clients – from entrepreneurial start-up enterprises to larger privately held companies – through each phase of their growth serving as primary outside counsel. He advises on issues such as the ideal form of organization, ownership and buy-sell agreements, commercial transactions, critical agreements with employees and third parties, debt and equity financing, and dispute resolution. Beyond the start-up phase, Mr. Walsh also advises on business expansion opportunities, such as mergers and acquisitions, marketing and licensing agreements and joint ventures. He assists clients with the business and legal aspects of negotiating transactions, enhancing business value and business succession planning. Mr. Walsh is a Martindale-Hubbell AV-rated attorney.

Mr. Walsh advises both lenders and borrowers in commercial financing transactions, including revolving credit, asset-based, real estate secured facilities, workouts and restructurings. When clients are acquiring, selling or leasing real estate assets, he will assist with the negotiations as well as structure the optimal form of organization to meet client objectives. Mr. Walsh also represents non-profits, real estate developers, municipalities and sports professionals providing corporate, commercial transaction and real estate advice. Mr. Walsh was selected as a "Connecticut Super Lawyer" and "New England Super Lawyer" which is based on a peer-review survey.

Mr. Walsh is admitted to practice in Connecticut and is a member of the American, Connecticut and Greater Bridgeport Bar Associations. He is actively involved in the American Bar Association's Business Law Section and is vice chairman of its Middle Market and Small Business Committee and a member of its Commercial Financial Services Committee. He serves on the Executive Committee of the Business Law Section of the Connecticut Bar Association. Prior to joining Brody Wilkinson, Mr. Walsh was a partner at Marsh, Day & Calhoun.

Mr. Walsh is active in a wide variety of civic endeavors and served as town attorney for the Town of Fairfield early in his career. He serves as President of the Fairfield Museum and History Center. He is a member of Fairfield Rotary Club and a recipient of a Paul Harris Fellow award in recognition of his service to this organization.

Mr. Walsh received his B.A. degree in Political Science from the University of Connecticut in 1983. He received his J.D. from the University of Connecticut School of Law in 1986.

Mr. Walsh and his wife, Cathy, reside with their two children in Fairfield, Connecticut.

Section 5

