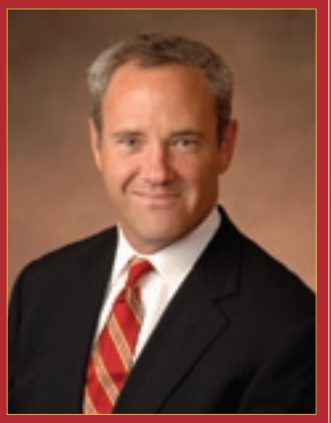
News from Moss & Barnett
A Professional Association

Fall 2010

CAN-SPAM: The "Meat" of Email Marketing Legislation

By Brian T. Grogan



Brian Grogan is a business attorney and a member of our board of directors. He assists clients in the communications and technology industries with licensing agreements, managed services agreements, franchising, hardware and software agreements, contract disputes, as well as litigation. Brian served as the 2009-10 Chair of the Minnesota State Bar Association - Communications Law Section. Brian can be reached at 612.877.5340 or GroganB@moss-barnett.com.

Are you using email to market your business? Most businesses continually work to build quality email marketing lists with contact information for past, present, and prospective customers. Many businesses, however, are not aware that federal law sets rules for commercial email, establishes requirements for commercial messages, gives recipients the right to stop emails from being sent to them, and spells out tough penalties for violations. Everyone who engages in email marketing is required to comply with the federal CAN-SPAM Act - Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 - and a lack of awareness of what the law requires is not a viable defense for violations.

Despite its name, the CAN-SPAM Act does not apply just to bulk email. It covers all commercial email messages, which the law defines as "any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service," including email that promotes content on commercial web sites. Each separate email in violation of the law is subject to penalties of up to $16,000 for both the company whose product is promoted in the message and the company that originated the message. Whether you have established an in-house email marketing program or are using a third-party marketer, this article will provide helpful tips to ensure your business remains compliant.

What Types of Email are Covered By CAN-SPAM?

CAN-SPAM recognizes three different types of email content: **1)** commercial content; **2)** transactional or relationship content; or **3)** other content. The "primary purpose" of the message is key to determining which of the content categories applies:

1. ***Commercial Content.*** An email contains "commercial content" if it advertises or promotes a commercial product or service, including content on a web site operated for a commercial purpose or promoting links to content on advertising-driven web sites. These commercial emails must comply with the requirements of CAN-SPAM.

2. ***Transactional or Relationship Content.*** An email contains "transactional or relationship content" if it facilitates an already agreed-upon transaction or updates a customer about an ongoing transaction. These emails may not contain false or misleading routing information, but are otherwise exempt from most provisions of the CAN-SPAM Act. Transactional or relationship emails include content that:

   a. Facilitates or confirms a commercial transaction to which the recipient already has agreed;

   b. Gives warranty, recall, safety, or security information about a product or service;

   c. Gives information about a change in terms or features or account balance information regarding a membership, subscription, account, loan, or other ongoing commercial relationship;

   d. Provides information about an employment relationship or employee benefits; or

   e. Delivers goods or services as part of a transaction to which the recipient already has agreed.

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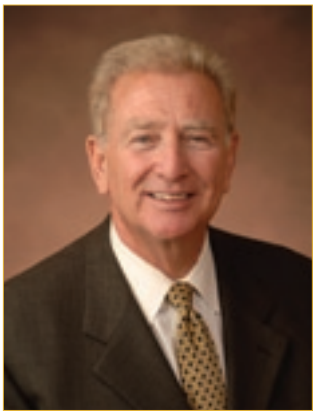
In This Issue

By Richelle M. Wahi and Edward L. Winer

Child Custody Crosses the Border

Richelle Wahi practices in all areas of family law, including complex divorce, child support, paternity, child custody, interstate and international divorce and child custody, Hague Convention, non-Hague parental child abduction prevention, third-party custody and visitation, domestic abuse and harassment, and appellate law. Richelle can be reached at 612.877.5256 or WahiR@moss-barnett.com.



Ed Winer is co-chair of our family law practice area. He devotes his practice to complex dissolution proceedings, preparation of effective antenuptial and post-nuptial agreements, and other challenging family law issues, especially those involving businesses, professional practices, intellectual property, spousal maintenance, appeals, and matters relating to closely-held and family-owned enterprises. Ed can be reached at 612.877.5295 or WinerE@moss-barnett.com.

In this global economy and with the ease of international travel, we are seeing an increasing number of "international" families, who are essentially families with parents from different countries. The advent of international families presents unique and distinct issues in the area of child abduction. These abductions create numerous legal problems for the parent who seeks the return of a child or children. As a result, the international community has developed laws to assist in protecting these children and returning them to their country of residence so that the appropriate court can determine custody. One of the principal laws addressing international parental child abduction is the Hague Convention.

The Hague Convention

Sixty-eight countries have signed the treaty which is known as the Hague Convention, with the United States ratifying the treaty in 1988. The Hague Convention provides a mechanism for securing the prompt return of wrongfully removed and retained children to their countries of habitual residence. It also addresses visitation and access rights. In the United States, the International Child Abduction Remedies Act ("ICARA") sets forth procedures for litigating Hague Convention cases in U.S. courts.

The Hague Convention provides for an expedited judicial process to secure the immediate return of children wrongfully removed or retained in any Hague Convention country. Once the child has been returned, the custody dispute can then be resolved, if necessary, in the courts of that jurisdiction. The Hague Convention does not address who should have custody of the child; it only addresses where the custody case should be heard.

Each country that has ratified the Hague Convention has designated a "Central Authority"- a specific government office - to carry out specialized Hague Convention duties. Central Authorities communicate with each other and they assist parents in filing applications for the return of or to gain access to their children under the Hague Convention. The U.S. Department of State serves as the Central Authority for the United States.

The U.S. Department of State has reported that during the period October 1, 2008, through September 30, 2009, the United States received 1,135 new requests for assistance in the return of 1,621 children to the United States from other countries.[1] Of these cases, 828 involved children wrongfully removed to, or retained in, countries that are parties to the Hague Convention. Unfortunately, retrieving children from countries that have not signed the Hague Convention is very difficult or, in many cases, impossible.

The U.S. Department of State reports that the following countries have the highest incidence of reported abductions of children from the United States:

Country	New Outgoing Cases	Number of Children in Outgoing Cases
Mexico	309	474
Canada	74	104
Germany	50	71
United Kingdom	48	71
India*	34	41
Brazil	24	31
Japan*	23	34
Colombia	23	31
Philippines*	20	25
Australia	18	29

**Non-Hague Convention Country*

[1] *State Department's Report on Compliance with the Hague Convention on the Civil Aspects of International Abduction, April 2010.*

Relief Under the Hague Convention

In order to obtain relief under the Hague Convention, the applicant-parent must establish each of the following:

1. The child's place of habitual residence is within a Convention country;

2. The child was wrongfully removed to, or retained in, a Convention country; and

3. The child at issue is under the age of 16.

If an applicant-parent can establish these factors, a proceeding under the Hague Convention is initiated by filing an application for the return of a child with a Central Authority in either the child's home country or with the Central Authority where the child is located. The applicant-parent also can initiate a judicial proceeding for the return of the child in the Hague Convention country where the child is located. Once the applicant-parent has submitted an application to the Central Authority, he or she must initiate a judicial proceeding for the return of the child.

The applicant-parent has the burden to prove that there has been a wrongful removal or retention. The removal or retention of a child is considered wrongful where:

1. The applicant-parent had custody rights immediately before the removal or retention; and

2. At the time of removal or retention, those rights were actually exercised or would have been exercised but for the removal.

In effect, the Hague Conventions seeks to prevent "forum shopping" so that parents cannot remove a child to a country where they believe the law may be more favorable to them in a custody proceeding. This explains why the Hague Convention focuses on the place of habitual residence - which is the place where the child resided regularly at the time immediately before the removal or retention.

If a party can establish wrongful removal or retention from the child's habitual residence, then the court must return the child to the home country unless it determines that a defense applies.

Defenses

If the court determines that wrongful removal or retention of a child has occurred, the child will be returned to the appropriate country from which the child was removed. The party removing the child may assert as a defense one of the following narrowly construed defenses to the Hague Convention:

Well-Settled Defense. This defense is available in cases where a child has become "well-settled" in the new country. Typically, this means that more than one year has elapsed from the date of the wrongful removal to the date of the commencement of the judicial administrative proceeding.

Non-Exercise Defense. This defense is available where an applicant-parent is not exercising his or her custody rights at the time of removal or retention.

Consent. The court is not bound to return a child who has been removed if it finds that the applicant-parent has consented to or subsequently acquiesced in the removal or retention of the child.

Child's Objection Defense. The court also may refuse to order the return of the child if it finds that the child objects to being returned and has obtained an age and degree of maturity at which it is appropriate to take the child's view into account.

Grave Risk Defense. The court is not required to return a child if it is determined that the return would expose the child to physical or psychological harm or otherwise place the child at risk for some type of harm or an otherwise intolerable situation.

A major debate is under way as to the future of the "grave risk of harm defense" in Hague Convention international child abduction cases. The move is spearheaded by those who believe that the Hague Convention discriminates against expatriate mothers who are victims of domestic violence and who return to their countries of origin with their children. It is a reaction to a long line of cases that have given the grave risk of harm defense an extremely narrow interpretation, and to the notion that the integrity of the Hague Convention as a whole requires that the well-being of individual children in hard cases must be sacrificed for the greater good of maintaining the integrity of the Hague Convention process.

Child Custody Crosses the Border continues on page 9

Various Accolades

Moss & Barnett is Pleased to Recognize the Following Team Members:

Susan Rhode, co-chair of our family law practice area, was among a group recently recognized by the Minnesota Judicial Council for her work over the last five years to establish the Early Case Management and Early Neutral Evaluation programs across Minnesota. Susan worked with a core group of judges and lawyers to create the first Financial Early Neutral Evaluation program in Hennepin County. Since that first program, she has traveled throughout Minnesota, and even to Colorado, to train the evaluators that work in this process.

Financial Early Neutral Evaluation is a program designed to help families settle the financial issues in their divorce early, thereby minimizing the cost of divorce. The article, "Options for Managing the Cost of Your Divorce in a Down Economy," published in our Spring 2010 Newsletter, explains the Financial Early Neutral Evaluation program in detail. Susan provides evaluative services to many families each year.

Thank you for your service, Susan!

Andy Malec, our long-time law librarian, was recently honored as a "2010 Unsung Legal Hero" by *Minnesota Lawyer*. "Unsung Legal Heroes" are nominated by peers, co-workers, and attorneys. They are the paralegals, legal assistants, administrators, and IT staff who work behind the scenes without fanfare to keep a law office running smoothly.

Andy assists our lawyers and others in the firm by doing research and gathering information necessary and important to their practices. Andy also assists with the preparation of our weekly *MINNESOTA LAW* shows by doing research and providing information for each week's topic. Andy recently had an opportunity to serve as the on-air talent for the show – on August 14, 2010 – on the topic of the Internet's impact on legal research. Andy's other notable contributions include overhauling and augmenting the firm's library collection, shepherding the library into the Internet age, and strategizing ways to cut costs without compromising quality.

Congratulations, Andy, and we thank you for all that you do!

ALERTS:

Clarification of Covered Relationships Under the Family and Medical Leave Act-

The Wage and Hour Division of the United States Department of Labor issued a "Fact Sheet" in July 2010 entitled: "FMLA leave for birth, bonding, or to care for a child with a serious health condition on the basis of an 'in loco parentis' relationship." An employee who actually has day to-day responsibility for caring for a child or who financially supports the child can be eligible to take leave under the Family and Medical Leave Act based on the birth, adoption, or serious health condition of that child. The FMLA does not require consideration of other parental relationships of the child. The fact sheet states that employees who "co-parent a same-sex partner's biological child" may take FMLA leave if all other eligibility requirements are met.

FTC Again Delays Enforcement of Red Flags Rule to January 1, 2011-

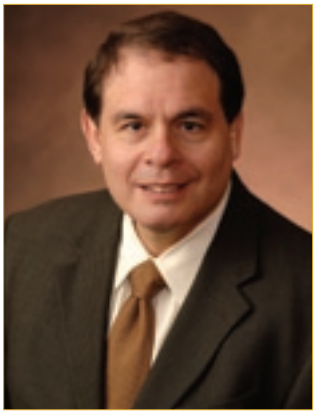
The Federal Trade Commission (FTC) again has delayed enforcement of the Red Flags Rule, this time through December 31, 2010. In Spring 2009, and in Spring 2010, we told you about the FTC's Red Flags Rule that requires financial institutions and creditors to implement identity theft detection and prevention programs for credit accounts. The Rule, which was originally slated to go into effect on May 1, 2009, and then on June 1, 2010, is now not due to go into effect until January 1, 2011. The FTC's web site (ftc.gov) provides helpful information about the requirements, including the impact of the Rule on businesses that extend credit to other businesses rather than consumers.

New EPA Guidance-

The U.S. Environmental Protection Agency has issued new guidance for the Emergency Planning and Community Right-to-Know Act (EPCRA) program. EPCRA is a federal law that requires companies that store threshold quantities of hazardous substances to file annual reports with federal, state, and local emergency response authorities. Failure to file complete or timely reports may trigger an inspection and compliance review. If deficiencies are noted, the EPA may seek penalties.

If you would like assistance in assuring best practices in any of these areas, please contact your attorney at Moss & Barnett.

By Cass S. Weil



Cass Weil is a senior member of our creditors' remedies and bankruptcy practice area. He is the only Minnesota attorney to be certified in both consumer and business bankruptcy law. He counsels creditors and other participants in all phases of bankruptcy, reorganization, and commercial litigation. Cass can be reached at 612.877.5327 or WeilC@moss-barnett.com.

Seller Beware of the Buyer in Chapter 11

When a customer files a Chapter 11 bankruptcy, companies often question whether they should continue doing business with the customer and, if so, on what terms. Most of the time, because of protections for sellers of necessary goods and services built into the Bankruptcy Code, the answer will be that "business as usual" is safe. A recent case, however, illustrates that careful investigation is prudent.

The Case:

Delco Oil, Inc. ("Delco"), was a distributor of motor fuel and associated products. Since 2003, Delco purchased petroleum products from Marathon Petroleum Company ("Marathon"). Delco borrowed money from Capital Source Finance ("Capital"). In October 2006, Delco filed Chapter 11 bankruptcy.

Capital held a valid security interest in all of Delco's personal property, including Delco's collections from its accounts receivable and the proceeds. The proceeds included all of the cash in Delco's bank accounts. In October and November 2006, while Delco was a Chapter 11 debtor, Delco purchased and paid for $2 million worth of petroleum products from Marathon.

In December 2006, Delco converted from a Chapter 11 debtor to a Chapter 7 debtor. A trustee was appointed. The trustee successfully sued Marathon for the return of the $2 million that Marathon was paid for the products it sold to Delco.

The Law:

When a debtor files bankruptcy owing money to a lender with a security interest in all of the debtor's personal property, including accounts receivable and proceeds (this is the typical "blanket security interest" that most secured lenders obtain), the Bankruptcy Code forbids the debtor from using "cash collateral" without either the agreement of the lender or the bankruptcy court's permission. "Cash collateral" is, among other things, most debtors' cash collected from its accounts receivable.

As debtors cannot use cash collateral without permission or a court order, one of the first things that a Chapter 11 debtor must do after filing bankruptcy is to bring an emergency motion before the bankruptcy court requesting authority to use cash collateral. This motion is almost always granted for at least a short period, even over a lender's objections, because the debtor cannot continue in business if it cannot purchase materials or pay its employees. However, using cash collateral without the lender's consent or the bankruptcy court's permission after bankruptcy is filed is an unauthorized transfer of bankruptcy estate property.

The Bankruptcy Code empowers a bankruptcy trustee to recover unauthorized transfers of estate property. The *Delco* case stands for the proposition that there are *no exceptions* to this power. It does not matter that a Chapter 11 debtor is authorized by the same Bankruptcy Code to operate its business "in the ordinary course." It did not matter that Marathon did not know that Delco did not have either the lender's consent or the bankruptcy court's permission to use cash collateral. Marathon was required to return the $2 million even though Marathon had delivered $2 million worth of product in complete innocence.

What It Means:

If you are selling anything, whether products or services, to a Chapter 11 debtor, you must make sure that the debtor is authorized to use cash collateral or else run the risk of not being able to keep the money that you are paid for the goods or services you provide. In the *Delco* case, the bankruptcy court ultimately denied Delco's request to use cash collateral, so Marathon went unpaid. Unfortunately for Marathon, Delco apparently assumed that it would obtain approval for use of cash collateral and made no provision for operations while its motion was pending, while Marathon sold product to Delco without understanding the scope of Delco's authority to conduct business.

Although the circumstances of the *Delco* case will not arise very often, since the bankruptcy court almost always grants the debtor permission to use cash collateral for at least a short period, vendors to bankruptcy debtors should not rely on what "almost always" happens. How can you be certain that you will be able to keep payments from a Chapter 11 debtor? Having an attorney check the bankruptcy court record is the best way to find out. Whenever a customer who has filed bankruptcy offers to keep doing business with you, a call to your attorney can provide assurance that you will be able to keep the money that the debtor pays you.

Attention Contractors and Residential Rental Property Owners and Managers

Effective April 22, 2010, anyone who is paid to perform renovations that disturb paint in a pre-1978 home, apartment building, or child-occupied facility must be certified by the Environmental Protection Agency (the "EPA") in lead-safe work practices. The EPA's 2008 Lead-Based Paint Renovation, Repair and Painting Program Rule (the "Lead-Safe Program") will affect directly contractors, property managers, and others who disturb painted surfaces. Renovation is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities. Generally, the Lead-Safe Program consists of three parts: (1) certification, (2) pre-renovation education of those affected, and (3) record keeping requirements.

Certification of Firm and Renovator. Prior to performing any renovations subject to the Lead-Safe Program, a firm (including sole proprietorships) must be certified by the EPA, and any individual performing the work that disturbs lead-based paint must be an EPA-certified renovator. A firm becomes certified by submitting an application to the EPA and paying a fee. An individual becomes a certified renovator by completing an eight-hour initial renovator training course. There is a streamlined certification process for contractors with previous lead training.

Education. Prior to performing the work, certain pre-renovation education requirements must be met. The specific education requirements depend on whether the work will be performed on a home, child-occupied facility, or multi-family housing complex. Pre-renovation education involves, among other things, distributing pamphlets to the owner and occupants and posting informational signs.

Record Keeping. For three years following completion of a renovation, certain documents must be retained, including reports certifying that lead-based paint is not present, records relating to the distribution of the lead pamphlet, and documentation of compliance with the Lead-Safe Program.

The foregoing is merely a summary of the new Lead-Safe Program. There are various exceptions and nuances. You should consult the actual rule for details with respect to your situation. For more detailed information, the EPA's web site (epa.gov/lead) has the actual text of the rule and other useful resources. Your Moss & Barnett attorney also can help you comply with the Lead-Safe Program.

3. ***Other Content.*** An email contains "other content" if its content is neither "commercial" nor "transactional or relationship." This type of email is not impacted by CAN-SPAM.

If an email contains both commercial content and transactional or relationship content, the "primary purpose" of the message is the deciding factor. The primary purpose of the message is commercial if: 1) a recipient reasonably interpreting the subject line would likely conclude that the message contains an advertisement or promotion for a commercial product or service; or 2) the message's transactional or relationship content does not appear mainly at the beginning of the message.

Tips to Remain CAN-SPAM Compliant

Before sending out future marketing emails, review the following tips to help you remain in compliance with the CAN-SPAM Act.

1. ***Who Are You?*** You must accurately identify the person who sends (initiates) the email message. You cannot pretend to be another web site or company just to get a user to open your email. The "From" address and the "Reply-To" address must be accurate and must be your company.

2. ***Promote Only Your Web Site.*** You must have authority to promote web sites included in your email, and it must be the domain that you say it is. You cannot deceive people by listing one web site and then directing people to a different site once they click on the link. The rule of thumb should be to direct readers to your own web site only.

3. ***The Subject Line Must Not Be Deceptive.*** The subject line must accurately reflect the content of the message - it cannot be "misleading." This should be simple - all you need to do is be truthful.

4. ***Identify the Message As An Advertisement.*** You must disclose clearly and conspicuously that your message is an "advertisement." While you may believe the email conveys this message based on its content, you still must state that the email is an "advertisement" at least once in the body of the email. The disclosure can be included at the end of the email, but the message should be explicit.

5. ***Tell Recipients Where You Are Physically Located.*** Your message must include your valid physical postal address - either your current street address, a post office box you have registered with the U.S. Postal Service, or a private mailbox registered with a commercial mail receiving agency established under Postal Service regulations. This ensures that you are not a scammer and also allows customers a way of sending a verified communication to you to remove themselves from your mailing list.

6. ***Tell Recipients How to "Opt Out" of Receiving Future Email From You.*** The law prohibits you from sending a marketing email without letting the recipient know how to stop you from sending future emails to them. Your email must include a clear and conspicuous "opt out" provision, typically included at the bottom of the email. This notice should be simple so that an ordinary person can easily understand how to exercise the right to opt out. You can create a menu to allow a recipient to opt out of certain types of messages but not others, but you must include the option to stop all commercial messages from you - also known as "universal unsubscribe."

7. ***Honor Opt-Out Requests Within 10 Days.*** Any opt-out mechanism offered must be valid for 30 days after the message is sent. Companies should ensure that their own "spam" filter does not block these opt-out requests. You have 10 business days to honor a recipient's opt-out request. You are not permitted to charge a fee for removal from an email list. The recipient cannot be required to give you any personally identifying information beyond an email address or be required to take any step other than sending a reply email or visiting a single page on an Internet web site, as a condition for honoring an opt-out request. Once a recipient has unsubscribed, you cannot send him or her any more messages, and you are prohibited from selling or transferring the email address - even in the form of a mailing list. The only exception is that you may transfer the address to a third party you have hired to help you comply with the CAN-SPAM Act.

8. ***Know What a Third-Party Marketing Firm Is Doing.*** Make sure you monitor what any marketing firm or affiliate is doing on your behalf. The law makes clear that you cannot contract away your legal responsibility to comply with CAN-SPAM. Both the company whose product is promoted in the message and the company that actually sends the message may be held legally responsible.

Complying with CAN-SPAM may seem daunting, but by following the above rules your email marketing efforts should run smoothly. For businesses embarking on more sophisticated marketing endeavors, including joint marketing opportunities with affiliated businesses or utilizing international mailing lists, additional considerations will be required.

Moss & Barnett is Proud to Support the Minnesota Justice Foundation

Moss & Barnett was proud to be a Bronze sponsor of the Minnesota Justice Foundation's 2010 Annual Awards Celebration held on November 10, 2010. The Minnesota Justice Foundation (MJF) was founded in 1982 by Minnesota law students concerned about their role within the community. Its most basic goal and the driving philosophy behind it is to link volunteer law students with opportunities to assist attorneys in meeting the legal needs of the low-income community.

MJF
MINNESOTA JUSTICE FOUNDATION

Sarah Doerr, an attorney in our bankruptcy practice area, serves on the Board of MJF. Sarah was fortunate enough to benefit from a similar program at her law school alma mater (the University of Michigan) and received a funded fellowship to work at Legal Aid the summer between her first and second years of law school. That experience and the mission of MJF remain close to Sarah's heart.

We believe that giving back to the community is both a privilege and a responsibility, and *we support and applaud Sarah and MJF for helping to ensure that the legal needs of ALL in our community are met!*

Child Custody Crosses the Border continued from page 3

While there have been substantial inroads into the issues of domestic violence and the impact of violence on children in the state court systems, the federal courts have lagged behind in analyzing the effect of domestic abuse on minor children in Hague Convention cases. In many instances, in order for the grave risk defense to apply, federal courts require that the domestic abuse must be directed at the minor child. A minority of federal courts, acknowledging the studies on the effects of domestic abuse on children, are now finding that abuse against the mother may well create a grave risk of harm to her children.

The Hague Convention seeks to protect children from the harmful effects of abduction and retention across international boundaries by providing a procedure to bring about their prompt return. As the global economy continues to grow, and even more international families are created, this treaty will become even more critical in addressing issues of international cooperation in the area of child abduction.

Moss & Barnett Named a 2010 "Best Law Firm"!

U.S. News Media Group and Best Lawyers have partnered to produce one of the most powerful law firm rankings in the profession – the "Best Law Firms" rankings. The inaugural publication of this highly-anticipated analysis was released on September 15, 2010, and we are very pleased to report that Moss & Barnett has been named a 2010 "Best Law Firm"!

The methodology for the U.S. News - Best Lawyers "Best Law Firms" involved surveying thousands of law firm clients; leading lawyers and law firm managers; partners and associates; and marketing and recruiting officers. Each were asked what factors they considered vital for clients hiring law firms, for lawyers choosing a firm to which to refer a legal matter, and for lawyers seeking employment. Clients voted on expertise, responsiveness, understanding of a business and its needs, cost-effectiveness, civility, and whether they would refer another client to a firm. Lawyers voted on expertise, responsiveness, integrity, cost effectiveness, whether they would refer a matter to a firm, and whether they consider a firm a worthy competitor.

All of the quantitative and qualitative data were combined into a U.S. News – Best Lawyers overall score for each firm. Achieving a high ranking is a special distinction that signals a unique combination of excellence and breadth of expertise.

We would like to thank our many clients who took the time to participate in this survey on our behalf. The attorneys, paralegals, and administrative and support staff at Moss & Barnett are committed to providing you with effective, high-quality, timely, and efficient solutions to your legal needs and disputes. It is our honor to offer you the quality service that you have every right to expect from your law firm. Thank you for the opportunity to grow with you!

To learn more about Moss & Barnett, our attorneys, and our various practice areas, please visit our web site at moss-barnett.com.

Moss & Barnett received special recognition in the following specialties:

Administrative / Regulatory Law

Banking and Finance Law

Corporate Law

Energy Law

Environmental Law

Family Law

Family Law Mediation

General Commercial Litigation

Intellectual Property Law

Mergers & Acquisitions Law

Professional Malpractice Law - Defendants

Real Estate Law

Moss & Barnett Congratulates its Attorneys Included in 2011 *Best Lawyers*

THE BEST LAWYERS IN AMERICA®

Moss & Barnett is pleased to congratulate its attorneys who were included in *The Best Lawyers in America®* for 2011:

- **Michael J. Bradley** - *Administrative Law and Energy Law*
- **Kevin M. Busch** - *Banking Law and Structured Finance Law*
- **Richard J. Johnson** - *Energy Law*
- **Richard J. Kelber** - *Corporate Law and Mergers & Acquisitions Law*
- **Thomas A. Keller III** - *Corporate Governance and Compliance Law*
- **Peter A. Koller** - *Appellate Law*
- **Joseph G. Maternowski** - *Environmental Law*
- **Charles A. Parsons, Jr.** - *Real Estate Law*
- **Susan C. Rhode** - *Family Law and Family Law Mediation*
- **James A. Rubenstein** - *Bankruptcy and Creditor-Debtor Rights Law*
- **Thomas J. Shroyer** - *Commercial Litigation and Professional Malpractice Law*
- **Jeffrey L. Watson** - *Real Estate Law*
- **Edward L. Winer** - *Family Law*

Special congratulations to **Ed Winer**, who has been listed in all editions of *The Best Lawyers in America®* since its first publication in 1983, and to **Rick Johnson** and **Susan Rhode**, who have been listed for ten years or more. In addition, Moss & Barnett has been ranked #1 in Minneapolis and the State of Minnesota by *The Best Lawyers in America®* in Bankruptcy and Creditor-Debtor Rights Law, Energy Law, Family Law Mediation, Professional Malpractice Law, and Structured Finance Law.

Best Lawyers is the oldest peer-review publication in the legal profession. *Best Lawyers* compiles lists of outstanding attorneys by conducting exhaustive peer-review surveys in which thousands of leading lawyers confidentially evaluate their professional peers. *Best Lawyers* then publishes an annual referral guide, *The Best Lawyers in America*, which includes attorneys in 80 practice areas, covering all 50 states and the District of Columbia.


Michael J. Bradley


Kevin M. Busch


Richard J. Johnson


Richard J. Kelber


Thomas A. Keller III


Peter A. Koller


Joseph G. Maternowski


Charles A. Parsons, Jr.


Susan C. Rhode


James A. Rubenstein


Thomas J. Shroyer


Jeffrey L. Watson


Edward L. Winer

Remember to tune in to WCCO 830AM Saturdays at Noon to listen to MINNESOTA LAW, Presented by Moss & Barnett

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