CONSTRUCTION EXECUTIVE

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The Top 50 Construction Law Firms™: Forging a Contract for a COVID-Exit World

BY CYBELE TAMULONIS

accination rates continue to rise, mandates are loosening for returning to work and school, and a \$2 trillion infrastructure bill is looming on the horizon, but contractors remain cautious and counseled by the legal experts who thrive in the complex field of construction law.

According to the latest report by the Bureau of Labor Statistics, construction employment numbers did not move much in April despite an increased demand for housing and a recovering economy. Due to continued fallout from the pandemic—and what seems like no end in sight for the rising costs of materials—contractors have been turning to construction law firms to navigate delayed projects, interpret contract language, assist in risk mitigation and ensure the road ahead is paved with understandable and protective clauses.

For the 2021 survey for the annual U.S. ranking of *The Top 50 Construction Law Firms, Construction Executive's* editorial team reached out to dozens of attorneys at the nation's best construction law firms to learn how the legal landscape is changing, as well as how legal teams are aiding clients with sharpening contract language and pivoting in response to challenges in the wake of the COVID-19 pandemic.

CONTRACT LANGUAGE

While the pandemic has slowed considerably and many states are returning to business as usual, a continued labor shortage, rising materials prices and decreasing availability have continued to be thorns in the side for many project



owners and contractors looking to effectively manage risk and avoid profit fade.

The initial surge to procure materials coincided with a dip in production at the peak of the pandemic, creating a perfect storm of high demand and ever-increasing prices amidst dwindling supply. Steel, lumber and copper remained at historically high prices at the beginning of May and, while they are by no means the only materials experiencing price hikes in recent months, they are a prime example of why contractors need to plan carefully in advance for every project—and why contract language matters.

"Cost escalation and price volatility have led many of our clients to buy materials well ahead of schedule to ensure that they can obtain those materials for a certain price," says Kenneth M. Roberts, the chair of Venable LLP's construction law group.

While planning ahead might ease the pain of unexpected costs in the future, having prices skyrocket during projects left contractors searching for clauses in their contracts that addressed price hikes or sought to renegotiate altogether. "Materials cost escalation has been a very significant financial hit to many existing projects. COVID-19 is one of the top five deal points in every construction transaction today and most projects are grappling with its impacts," says Robert Alfert, partner at Nelson Mullins Riley Scarborough LLP. "I suspect that these issues will continue through 2022, especially on the litigation side."

Successful communication between contractors and owners can ease the challenges of rising costs, delays,



materials shortages and keep projects moving toward a profitable end. Contractors should actively seek to have contract provisions in place to protect them and owners should be open to these requests.

"Many owners believe that all construction risks should be borne by contractors. I greatly admire contractors, because they take on tremendous risks in their everyday conduct of business. But some risks can put a contractor underwater. Contract provisions need to be watched carefully to include no damages for delay clauses, indemnity clauses that can't be covered by insurance, and elimination or narrowing of the right to be paid when differing site conditions are encountered," says Joseph C. Kovars, shareholder at Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

"Owners need to be open to protective contract provisions-such as material escalation clauses-to encourage low competitive bids. Contractors must remain vigilant in providing notice of disruptions to protect rights to equitable relief. And owners need to remain flexible in addressing disruptions beyond the contractor's control, making reasonable adjustments to ensure projects are completed promptly without unnecessary delay or claims," says Anthony L. Byler, partner at Cohen Seglias Pallas Greenhall & Furman PC.

Making the responsibilities of all parties clear in contracts can also stem potential issues. A clear understanding of who is responsible for design completion plays a significant role for construction firms when reviewing contract documents.

"We continue to see a blurring of the lines between design and construction," says Henry Bangert, founding partner of Beltzer Bangert & Gunnell LLP. "It has become commonplace for owners to insert **COVID-19** is one of the top five deal points in every construction transaction today, and most projects are grappling with its impacts.

language that ostensibly shifts

responsibility for design completion

onto the contractor in the general

conditions or specifications (or

the submittal process)-even on

This is a recipe for problems and

traditional design-bid-build projects.

disputes. If the contractor has design-

the work, such responsibilities should

be clear and upfront. It should not be

contracts, project documentation and

Abramson, PC, has also witnessed an

build responsibilities to the contractor.

this shift and have not been shy about

increase in attempts to shift design-

"Contractors have recognized the

unreasonable exposures created by

pushing-back on these provisions.

Depending on the location of the

project, owners have generally been

cognizant of these concerns and, with

the help of persuasive advocacy, have

reasonably," he says.

often been willing to resolve the matter

risk management practice for Peckar &

Levi Barrett, partner and chair of the

buried in boilerplate," Bangert says.

build responsibilities for portions of

- Robert Alfert, *Partner* Nelson Mullins Riley Scarborough LLP

FORCE MAJEURE

Force majeure clauses, which excuse a party with no fault from performing under contract due to unforeseen events, were heavily leaned upon this past year. The success of using force majeure is largely dependent on contract language, state law and the willingness of the parties involved to come to an amenable agreement.

"While parties can fight over it, the smart ones get to the table to craft a sensible business resolution. For example, on one lump-sum deal for a \$100 million multi-family project, increased lumber pricing caused a \$3 million bust. While the owner could have fought it and made the contractor prove force majeure relief, the owner negotiated for all stakeholders to kick in to make the deal work. Then we dealt with the lender to allow for payment of stored materials so that we could buy all materials before more escalation occurred," Alfert says.

The COVID-19 crisis may not have been a foreseeable event, but

Methodology for The Top 50 Construction Law Firms

CE developed *The Top 50 Construction Law Firms*[™] ranking by asking hundreds of U.S. construction law firms to complete a survey. The data collected included: 1) 2020 revenues from the firm's construction practice; 2) number of attorneys in the firm's construction practice; 3) percentage of firm's total revenues derived from its construction practice; 4) number of states in which the firm is licensed to practice; 5) year in which the construction practice was established; and 6) The number of AEC clients served during fiscal year 2020. The ranking was determined by an algorithm that weighted the aforementioned factors in descending order of importance. For more information, contact surveys@magazinexperts.com.

Can Contractors Mandate Employees to Provide Proof of Vaccination Against COVID-19?

ccording to Kevin O'Connor, partner and co-chair of the labor and employment practice, and Lauren Rayner Davis, associate for Peckar & Abramson, PC, a construction firm, as well as employers in any industry, may require employees to obtain COVID-19 vaccinations as a term and condition of employment under federal law, but not without limitation. The lawfulness of a mandatory vaccination policy currently varies widely under state and local law.

Put simply, based on guidance issued from federal regulatory agencies, an employer may mandate that their employees be vaccinated against COVID-19 as long as the employer engages in an interactive process with employees in order to determine whether they may be exempted from the requirement as a result of a disability or a sincerely held religious belief. If an employee presents verification of his or her need to be exempted from vaccination, the employee at issue may be offered reasonable accommodation by the employer, such as the ability to work from home.

But what if the employee seeking an accommodation is a foreman who must be physically present at a jobsite on a daily basis and comes into contact with multiple workers during the course of his or her job? If no reasonable accommodation is possible in light of the employee's job duties and responsibilities, the present federal guidance indicates that it would be lawful for the employer to exclude the employee from the jobsite.

Such circumstances do not necessarily mean that this particular employee may be terminated, as it is also necessary to determine whether the employee must be afforded any other rights under other federal, state and local laws, as well as any applicable provisions of collective bargaining agreements to which the employee may be subject.

The constantly evolving landscape of state and local vaccine laws highlights the importance of carefully engaging in the interactive process with each employee who objects to receiving the vaccine. Analysis of state and local law is therefore vital when firms are deciding whether to require vaccinations, as nearly all states and the District of Columbia have some form of presently pending or recently enacted legislation related to allowing or prohibiting employermandated COVID-19 vaccinations. the word "pandemic" is making its way into contract language going forward-as noted by David Toney, construction team leader for Adams and Reese LLP. "Although most delays arising out of or related to COVID-19 were arguably covered by excusable delay clauses initially, many clients realized a surprising gap both within those clauses and in their contracts-there was no mention of a pandemic. While there is no way to predict the next force majeure event, it is especially prudent to fill the gap by giving mention to pandemics due to the tremendous impacts of COVID-19," Toney says.

"Our clients have used force majeure clauses and defended against force majeure-based claims in response to the COVID-19 crisis. As with most disputes, the results depend on the specific facts, the contract language and the skill of the attorneys who have to combine the two. It takes more than putting COVID-19 and force majeure in the same sentence to have a successful claim," says Jeffrey Hamera, partner and vice chair of Duane Morris LLP's construction group.

RESOLVING CONTRACT DISPUTES

When disputes do arise, careful consideration should be taken on how it will be resolved. Standard American Institute of Architects (AIA) contracts stipulate that mediation is a prerequisite to binding dispute resolution such as arbitration. This can help stave off costly litigation provided there is meticulous documentation and a willingness from all parties involved to correspond with each other.

"Communicate, communicate, communicate. Attempt negotiated settlements early, based upon a well-documented position of written and timely notices, as well as cost and time support. Settlement discussions should be elevated



to senior management who may provide a broader overview of the business implications and may have a degree of detached objectivity regarding how the dispute arose," says Claramargaret Groover, counsel at Becker & Poliakoff.

William B. Westcott, president of Andrews Myers PC, agrees that open communication among all parties involved will lead to effective negotiation. "Communicate early and often. You need to establish objective criteria for honest evaluation. In addition, you should work proactively to advance potential outcomes that provide benefits to all parties," he advises.

Facing disputes head on is also key to successful resolution. "I believe it is key to hold weekly change order meetings to resolve the disputes early when the change is fresh in everyone's minds. After time, memories fade and, unfortunately, key people involved in the change leave the company, making it more difficult to resolve claims over time," says Angela Richie, partner and co-chair of Gordon Rees Scully Mansukhani LLP's construction practice group.

Transparency and the sharing of facts and documentation can help both parties reach an equitable outcome by pushing project stakeholders to take a realistic look at all the information to see where the true strength of their positions lie.

"The most important step in resolving disputes is to determine and share the facts," says Joshua Levy, partner at Husch Blackwell. "This means that both parties to a dispute can only resolve matters if they take an authentic view of the facts and records that may determine the outcome. If that hurdle can be overcome, the parties can realistically evaluate their positions and move towards an equitable resolution."

LITIGATION VS. SETTLEMENT

Many courts have pushed civil litigation cases out a year or more due to the pandemic, making litigation a last resort. In addition to a slow-moving court system, litigation is expensive and may not be worth the cost compared to negotiating a settlement.

"Most courts are not going to hold trials for construction disputes, particularly complex disputes, any time in the near future," says Eric L. Nelson, managing partner for Smith Currie & Hancock LLP. "Although arbitrations are starting to move forward, many clients and their attorneys are reluctant to conduct arbitrations remotely because of perceived inefficiencies and difficulties in putting on evidence and handling witnesses. In light of this, for parties that want to get their disputes resolved, they will need to be more focused on mediation or other early neutral involvement, which also means that they may need to be more flexible in their settlement expectations and negotiations." Nelson says.

However, there are simply times when going to court cannot be avoided. Before making that decision, all factors should be analyzed, such as the cost of litigation and its impact on industry relationships, the time involved for management and employees, as well as the potential effect on the company's reputation.

"We had one contractor client who would go to any extreme to avoid a lawsuit or arbitration. That company is no longer in business. Another contractor client was infamous for filing claims at the drop of hat. That company is also no longer in business," says David Pugh, partner at Bradley Arant Boult Cummings LLP. "As with so many things, there is a balance: times when you must stand up for your rights or press an issue, and other times when you may have to take a loss and settle. Good legal counsel can help you decide what is right for the particular issue you are facing."

AVOIDING POTENTIAL CLAIMS

Since the pandemic began, claims for delays, project overruns and material and/or labor shortages have increased, and many contractors are still dealing with the fallout. When defending against such claims, utilizing a law firm that has an inside view of the business of construction is a boon for any contractor.

"We are fortunate to have a construction services group composed of non-lawyer industry professionals experienced in project/schedule/cost management, in addition to claims management and avoidance. They work closely with our construction lawyers and clients to analyze project schedule and cost impacts; assess contract requirements and project documentation; implement enhanced recordkeeping strategies to manage actual claims; and avoid or minimize the risk of potential claims," says Rob Remington, chair of Hahn Loeser & Parks LLP's construction law practice.

"The terms and conditions are the starting points of the contract. We try to work those issues into the contract in a way that is fair for all participants. This is not always an easy task, as different constituents in the construction process have different points of view and bargaining power," says Geoff Bryce, a capital member for Bryce Downey & Lenkov LLC.

MINIMIZING RISK

Contractors have faced challenges this past year that have forced them to rethink how they mitigate risk. Ensuring safety is embedded in a company culture can boost morale as well as keep workers safe.

"Every construction professional should preemptively create and maintain good risk management practices. Many of our clients are utilizing disciplined enterprise risk management processes at the project and contract levels. These processes involve identification, assessment,



While there is no way to predict the next force majeure event, it is especially prudent to fill the gap by giving mention to pandemics due to the tremendous impacts of COVID-19.

> - David Toney, *Construction Team Leader* Adams and Reese LLP

prioritization, response planning, communication, assignment of responsibilities and monitoring. Clients who implement disciplined risk management practices early, and update their plans often, have better and more consistent outcomes," Bangert says.

Training employees to maintain safety procedures, adhere to guidelines from the Centers for Disease Control and document changing project timelines should be rote for any business angling for success going forward. "Fair and market-reasonable contracts are a must, but on the practical level training, scheduling and holding safety meetings onsite and routine site inspections to maintain compliance are critical," Groover says.

Pugh agrees. "Continually invest in the training of workers, both existing employees and new potential hires. That training should include in-house training, as well as programs available through associations (such as Associated Builders and Contractors)," he says.

As the pandemic steadily slows, contractors need to remain vigilant about the risk allocation they are willing to take on and maintain a strict policy of writing material and labor shortages into their contracts.

PLANNING AMIDST ECONOMIC UNCERTAINTY

Market demand for construction projects remains high, and contractors certainly aren't lacking for work. "As the composition of urban commercial and mixed-use projects remains in flux, suburban commercial construction, warehouse facilities supporting e-commerce and residential construction have strong activity. Hospitality, recreation, education and entertainment have had a tough year but we see optimism for new facilities and upgrades," Hamera says.

Of course, winning the project and delivering the project are two separate things entirely. While technology has taken some pressure off the industry, when it comes to building, skilled labor still needs to show up to make it happen.

"Most prognosticators say that 2021 will be a strong year for the economy, but that possibility comes with many conditions and impacting factors. Shortages of skilled craft labor, along with materials and equipment, will continue to pose risks even if inflationary forces do not arise. The rule remains that good supervision and construction risk management backed up by proper insurance programs are the best practices," Groover says.

In the current economic environment, contractors would do well to remember the lessons learned from the pandemic when approaching new work. It's always advisable to have skilled construction law counsel review contract documents before signing on that dotted line.

Cybele Tamulonis is a contributing editor for Construction Executive. For more information, email cybele@ magazinexperts.com.

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- Angela Richie, *Partner and Co-Chair* Gordon Rees Scully Mansukhani LLP

KEY: 1Number of states where the firm is licensed to practice law, including all 50 states, Washington D.C. and U.S. territories. **2Areas of practice are abbreviated**: Contract Documents (CD), COVID-19 Consulting (CV), Construction Defects (DF), Construction Dispute Resolution (DR), Construction Transactions (CT), Government Contracts (GC), International Construction (IC), Labor and Employment (LE), Mergers and Acquisitions (MA), Public-Private Partnerships (P3), Surety Bonding (SB). **3Percentage of overall firm revenues** that its construction practice represents. (-) Not provided.



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	1 Peckar & Abramson, P.C. New York, NY	1978	18	10	116	200	116	60	1,210	95%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
:	2 Cokinos Young Houston, TX	1989	14	5	83	145	72	35	6,204	87.92%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
:	3 Smith, Currie & Hancock Atlanta, GA	1965	21	8	72	81	72	42	857	95%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
4	4 Bradley Arant Boult Cummings LLP Birmingham, AL	1870	35	10	543	900	69	37	7,416	13.17%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
ę	5 Watt Tieder McLean, VA	1979	12	5	51	83	34	34	269	100%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
G	6 Gordon Rees Scully Mansukhani, LLP San Francisco, CA	1974	51	70	1,042	1,770	92	38	5,908	7.72%	df, df, dr, ct, cv, gc, ic, le, ma, p3, Sb
7	7 Cohen Seglias Pallas Greenhall & Furman PC Philadelphia, PA	1988	15	8	76	123	57	20	2,352	76.67%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
8	8 Duane Morris LLP Philadelphia, PA	1904	40	28	711	1,263	74	52	10,676	4.26%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
ę	9 Andrews Myers, PC Houston, TX	1990	3	2	55	93	32	14	5,950	73.06%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	10 Venable LLP Washington, DC	1900	7	10	474	1,488	47	36	9,732	3.52%	DF,DF,DR,CT,CV, GC,LE,MA,P3
1	11 Fox Rothschild LLP Philadelphia, PA	1907	44	27	938	1,883	42	29	21,268	3.56%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	12 Hinckley Allen Boston, MA	1906	18	7	148	279	25	16	3,175	20.92%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	13 McElroy, Deutsch, Mulvaney & Carpenter, LLP Morristown, NJ	1983	19	13	216	407	30	20	1,867	20.97%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	14 Husch Blackwell LLP Kansas City, MO	1916	44	21	622	1,500	37	27	14,406	5.04%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	15 Cotney - Attorneys & Consultants (formerly Cotney Construction Law) Tampa, FL	2012	25	23	45	76	37	15	1,575	98.70%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	16 Baker, Donelson, Bearman, Caldwell & Berkowitz, PC Memphis, TN	1888	38	21	645	1,226	31	18	11,287	5.61%	df,df,dr,ct,cv, gc,ic,le,ma,p3,Sb
17	7 Finch, Thornton & Baird, LLP San Diego, CA	1987	9	3	32	53	32	15	1,411	97.42%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	18 Cariton Fields Tampa, FL	1901	26	11	330	654	34	20	2,590	9.72%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
1	19 K&L Gates LLP Pittsburgh, PA	1946	26	24	1,104	2,253	47	19	7,517	2.32%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3
2	20 Eversheds Sutherland	1924	55	8	459	726	24	12	2,842	5.19%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
2	21 Atkinson, Andelson, Loya, Ruud & Romo Cerritos, CA	1979	22	9	212	247	28	17	2,327	16.17%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
2	22 Procopio, Cory, Hargreaves & Savitch LLP San Diego, CA	1946	10	6	184	343	16	10	3,510	18.85%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
2	23 Oles Morrison Rinker & Baker LLP Seattle, WA	1893	12	3	23	42	22	16	430	86.05%	DF,DF,DR,CT,CV, GC,LE,MA,P3,SB
2	24 Becker & Poliakoff Ft. Lauderdale, FL	1973	4	15	125	320	22	16	45,886	25.76%	DF,DF,DR,CT,CV, GC,MA,P3,SB
2	25 Zetlin & De Chiara New York, NY	1992	6	3	26	43	25	12	2,189	100%	DF,DF,DR,CT,CV, GC,LE,MA,P3,SB

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DOCONSTRUCTION

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Nelson Mullins Riley & Scarborough LLP

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4.44%

8.03%

100%

96.51%

82.5%

7.26%

8.53%

10.08%

33.33%

31.22%

Columbia, SC

New Orleans, LA

White Plains, NY

Adams and Reese LLP

Welby, Brady & Greenblatt, LLP

50 CONSTRUCTION LAW FIRMS	Kear E.	States A.	# Office " colmitted to	# Firm .	#Firms	* Conc.	#Concertion Attometer	#Construction Partners in 2020, uction	Construction Clients	Areas of Pacifice as Areas of Pacifices
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Clark Hill PLC Detroit, MI	1890	38	23	640	1,165	34	18	15,000	4.88%	DF,DF,DR,CT,CV, GC,MA,P3
Perkins Cole LLP Seattle, WA	1912	51	17	1,256	1,528	21	11	2,000	1.51%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3
Foley & Lardner LLP Milwaukee, WI	1842	55	21	1,037	2,098	15	9	12,491	1.63%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
Goldberg Segalla LLP Buffalo, NY	2001	28	21	388	754	44	33	2,699	8.18%	DF,DF,DR,CT,CV,LE
Hahn Loeser & Parks LLP Cleveland, OH	1920	14	6	125	267	42	25	31,080	17.65%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
Ahlers Cressman & Sleight PLLC Seattle, WA	2007	5	1	17	37	17	5	636	97.58%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
Shutts & Bowen LLP Miami, FL	1910	1	8	281	320	23	16	5,000	6.8%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
Alston & Bird Atlanta, GA	1893	42	10	807	1,686	17	8	4,590	1.6%	df,df,dr,ct,cv, gc,ic,le,ma,p3,Sb
Hanson Bridgett LLP San Francisco, CA	1958	51	5	182	344	17	10	2,838	10.96%	DF,DF,DR,CT,CV, GC,IC,LE,MA,P3,SB
Thompson Hine LLP Cleveland, OH	1911	31	8	378	715	13	7	5,000	5.88%	DF,DF,DR,CT,CV GC,IC,LE,MA,P3,SB

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42	Smith, Gambrell, Russell, LLP Atlanta, GA
43	Beltzer Bangert & Gunnell LLP Denver, CO
44	Hudson Lambert Parrott Walker LLC Atlanta, GA
45	SMTD Law LLP Irvine, CA
46	Offit Kurman Baltimore, MD
47	Gibbons P.C. Newark, NJ
48	Porter Hedges LLP Houston, TX
49	Johnston, Allison & Hord, P.A. Charlotte, NC
50	Carney Badley Spellman, P.S. Seattle, WA

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