

Downey & Lenkov Secures Key Wins In Arbitration Enforcement Cases

Mandatory arbitration clauses can be difficult to enforce but following a favorable Northern District of Illinois decision in *K.H. v. Chicago Urban Air, LLC*, 2023 U.S. Dist. LEXIS 189705; 2023 WL 6976990 (N.D. Ill. Oct. 23, 2023) (*Headlee*), Illinois courts have upheld mandatory arbitration clauses in two recent electronic waiver cases, both defended by Downey & Lenkov.

In *Jerico Thomas v. Urbanstrong LLC, et al.* (Case No. 2024L009151), Downey & Lenkov secured such a result in Cook County. On 12/17/24, Cook County Circuit Court looked to *Headlee*, granted Defendant's motion to dismiss with prejudice, but with leave to file arbitration.

In *Jerico*, Plaintiff filed a negligence complaint after sustaining an Achilles tendon injury at Defendant's trampoline park. Defendant moved to dismiss the claim and compel arbitration based on a mandatory arbitration clause in the electronic Release that Plaintiff signed at a kiosk before entering the park.

Plaintiff claimed that the clause was both procedurally and substantively unconscionable. Procedural unconscionability arises when the terms are so difficult to find, read, or understand that Plaintiff cannot be said to have agreed. He argued that the text of the Release was small and difficult to read and that standing in line before the kiosk created social pressure to quickly sign the agreement without reading it carefully.

Substantive unconscionability refers to the relative fairness of the terms of the contract, and Plaintiff argued that the clause was substantively unconscionable because it was a "take-it-or-leave-it" choice with no opportunity to negotiate the terms. Essentially, he had to sign the Release in order to enjoy the park.

On both issues, the judge found *Headlee* particularly persuasive. In *Headlee*, which concerned the same arbitration language at issue here, the federal court held that the clause was not unconscionable because:

1. one who signs a contract is presumed to have read it;
2. Plaintiff was free to walk away so the fact that it was offered on a "take-it-or-leave-the-facility" basis did not make it unconscionable; and
3. where an agreement is readily identifiable, there is no requirement to use any special font, format, or headline.

In *Jerico*, Defendant was able to meet all 3 *Headlee* factors. First, Plaintiff admitted that he signed the agreement, thereby accepting the terms and conditions, including the arbitration provision. Second, the fact that Plaintiff had no bargaining power was irrelevant because he had the option to walk away instead of signing. Third, Defendant argued that the clause was not procedurally unconscionable because it was readily identifiable and appeared several times on the face of the agreement. Plaintiff was required to agree multiple times to waive his rights to a jury trial and submit his claims to arbitration.

On 1/21/25, the Will County Circuit Court issued a similar decision in favor of Downey & Lenkov attorneys in *Amber D. Motes v. Urban Air Trampoline and Adventure Park, et al.* (Case No. 2024LA000713), finding that Defendant's mandatory arbitration clause contained in the liability waiver was not unconscionable. Unlike in *Headlee* and *Thomas*, Plaintiff in this case signed the agreement on her phone, which made the text smaller. Because she was not required to do so and could have executed the agreement on a computer or at the facility, the court determined that her choice to sign on her phone did not render the agreement unconscionable. The court also applied *Headlee* and granted Defendant's motion to dismiss, with leave to file arbitration, based on the 3 factors described above.

Although all 3 cases concerned the same trampoline park company, the *Headlee* decision applies to all mandatory arbitration cases. As facilities continue to digitize liability releases, waivers and mandatory arbitration clauses, *Headlee* and its progeny provide a straightforward argument to counter unconscionability arguments.

Congratulations to Income Member Jeffrey Kehl On Securing Summary Judgment in Cook County Illinois!



The case involved a pedestrian who tripped and fell on the sidewalk immediately in front of our client's restaurant. Plaintiff claimed that some of the sidewalk had been appropriated by our client for outdoor seating and therefore had a duty to maintain the sidewalk and to protect invitees from tripping hazards in the area around the restaurant.

In Jeff's Motion for Summary Judgment, he presented evidence that Plaintiff was not an invitee but rather just a pedestrian walking past the restaurant. He also argued that the sidewalk was property of the City of Chicago and the portion on which Plaintiff fell had not been appropriated by our client.

The court agreed with Jeff's arguments, granting summary judgment in favor of our client.

Illinois Appellate Court Holds Hotel Has No Duty to Guest for Unforeseeable Suicide

In *Rozo v. Pearlshire*, 2025 IL App (1st) 240267-U, the decedent was a migrant placed in Defendant's hotel. While staying at the hotel, the decedent exhibited self-threatening behaviors in front of staff, including standing in front of a truck and stating that she had to "go look for God." The decedent later took her life with a rope that had been attached to a roof hatch. The decedent's estate sued the hotel, arguing that because of the innkeeper/guest relationship, Defendant had a duty to protect the decedent. The circuit court dismissed the case for a lack of foreseeability and therefore, a lack of duty to protect the decedent.

On appeal, the appellate court observed that suicide is generally deemed unforeseeable by lay people, and courts have not extended any duty to lay people to prevent suicide. The court stated that the danger Defendant failed to guard against was nothing unique to the innkeeper/guest relationship, unlike, for example, the failure to protect a guest from an attack in their room.

The court held that it was not foreseeable that a rope on a roof provided an unreasonable risk of injuries to persons on the premises. To hold otherwise would place an unreasonable burden on similar Defendants.

Be Careful What You Ask For: Indiana Supreme Court Upholds Choice Of Forum Selection Clause Of Contract For Employer But Not For Employees

In *Perdue Farms, Inc. v. L&B Transport LLC, et al*, 24S-PL-40 (August 13, 2024), the Indiana Supreme Court held that a forum selection clause in a contract between Perdue Farms and U.S. Security, the company that provided security for one of its facilities would be enforced against Perdue, but not with regard to Perdue's claims against U.S. Security's employees.



In the underlying case, a delivery of hazardous materials was made to Perdue's facility in Washington, Indiana. The delivery driver was directed by security guards employed by U.S. Security to deliver the product to a specific tank. Unbeknownst to the security guards, the material being delivered was aluminum chloride, not bleach as they originally thought. The introduction of aluminum chloride into the existing bleach caused a tremendous chemical reaction that caused significant property damage.

Perdue sued the delivery company, U.S. Security, and the three security employees. The claims against U.S. Security were predicated on the negligent actions of its three named employees.

U.S. Security sought to invoke the forum selection clause of the contract between Perdue and U.S. Security under which any cause of action between the two would have to be brought in the State of Maryland, Perdue's home state.

The trial court granted U.S. Security's motion as it pertained to both U.S. Security and its employees on the grounds that the forum selection clause was valid and enforceable.

On appeal, the Indiana Court of Appeals reversed, holding that the forum selection clause would be unenforceable. This is because it would result in application of the clause to multiple parties, some of whom were not parties to the underlying contract or the subject of the forum selection clause. It would also result in multiple lawsuits involving the same facts and evidence in multiple states. While finding that the clause was unenforceable, the Court of Appeals did not decide whether the forum selection clause actually applied to Perdue's claims against U.S. Security's individual employees.

On transfer, the Indiana Supreme Court held that the forum selection clause was enforceable as it relates to Perdue's claims against U.S. Security. According to the court, contracts would generally apply to signatories and those non-signatories who were in privity with a signatory. However, because the employees did not sign the agreement and they are not in privity, the forum selection clause could not be applied to them.

As a result, Perdue's claims under U.S. Security would have to be litigated in the State of Maryland. Meanwhile, the claims against the individual employees, which served as the predicate for the liability of U.S. Security, could proceed in Indiana. This meant that U.S. Security would have to defend both actions.

In the end, the court affirmed the trial court's dismissal of Perdue's claims against U.S. Security but reversed it regarding the dismissal of the claims against U.S. Security's three employees. As a result, and solely because U.S. Security sought to invoke the forum selection clause, the claims would proceed in two different jurisdictions.

The Perdue case is a reminder of how important to consider the impact of any contractual provision as a basis for such issues as forum selection or choice of law.

Attorney's Use Of Social Media Post During Trial Costs Illinois Plaintiff Her Second \$43,000,000 Verdict

In *Kroft v. Viper Transportation, Inc.*, 2025 IL App (1st) 240220 (March 31, 2025), the Illinois Appellate Court confronted targeted social media posts made by Plaintiff's attorney during trial as improper, violative of the Rules of Professional Conduct, and necessitating a *third* trial.

In *Kroft*, Plaintiff sustained significant and severely life-altering injuries in a motor vehicle accident. Her case originally went to trial in 2021 and the jury awarded her \$43,000,000. However, due to her attorney's violation of several orders in *limine* and improper attacks on the Defendant and their attorneys, the verdict was set aside and a new trial was ordered.

On July 6, 2023, the case was again called for trial. *Voir dire* took place on July 7, 2023 and several of the jurors acknowledged their recognition of Plaintiff's attorney, Ken Allen from his prolific television ads. As the Appellate Court recognized, Attorney Ken Allen "invested heavily in his own name recognition through television advertising."

In the course of the jury selection process, the jurors were admonished not to view outside outlets, such as social media.

At the same time that this was going on, on July 7, 2023, Ken Allen posted on his website content entitled "What Jurors Should Know But Don't."

In that post, Mr. Allen wrote:

"Jurors are never told about appeals or when a new trial is ordered. For example, a new trial was recently ordered in the case of *Kroft v. Viper Trans, Inc., PR Rental, Inc.*, 2016-L-009466. 'While it's sad the former Judge rejected the first jury's verdict and threw out all their hard work, the case has been reassigned to a new, tremendous trial judge and we're confident the new trial will be a fair one,' said Kenneth Allen, the lead trial lawyer representing Cindy Kroft. 'Actually, this decision is a blessing as Cindy's condition has gotten much worse since the first trial,'

he said. '\$43 million now doesn't come close to making up for the grievous human losses and economic harms caused by defendants' inexcusable negligence.'"

Mr. Allen also included in the post an explanation of how jurors are not advised that any recovery is shared with an attorney and that liens such as Medicare and Medicaid must be satisfied from any recovery.

As it would happen, during the course of the trial, an adjuster for Defendant's carrier overheard one juror mention "retrial" to another juror. This information was conveyed to counsel and was then brought to the court's attention. Obviously, the jury should not have been advised that the case was brought to them on a retrial. The implication was that at least one juror had, in fact, read or knew of the July 7, 2023 post about the very case that was before them.



The trial court denied two successive motions for mistrial. After being presented with evidence of the website content, the court spoke to the jury as a whole and again admonished them that they were not to have considered any outside materials such as social media content. Of course, with this admonishment, no juror acknowledged that they knew of the website material. Accordingly, the trial court denied the motions for mistrial as well as post-trial motions predicated on the unusual and targeted website material.

Not surprisingly, the jury returned a verdict of \$43,825,000; remarkably close to the first verdict. Defendant appealed several issues in the case including the trial court's ruling with regard to the claim that Plaintiff's counsel attempted to interfere with the jury by targeting a website post directly about the case and presenting matters would never have been allowed at trial.

In a very scathing opinion chastising Ken Allen for violating the Rules of Professional Conduct, the court found that the website post constituted intentional interference with the jury. First, the court noted that Mr. Allen's argument that he was merely expressing his opinion was belied by the fact that he included the full case citation to the very case being presented to the jury. It was also significant that the post was made during trial and not during the two-year hiatus between the first and second trial.

The court also found it significant that Mr. Allen, again referring to him as "invested heavily in his own name recognition" should have known that jurors or juror families might feel compelled to look at his website. Finally, the court found that the headline and text was "blatantly directed toward grabbing the attention specifically as persons serving as jurors."

The Appellate Court minced no words in finding that Mr. Allen had violated Rule 3.6(a) of the Illinois Rules of Professional Conduct which prohibits a lawyer from making any extrajudicial statement that the lawyer knows or reasonably should know will be disseminated by means of public communication and would pose a serious and imminent threat to the fairness of an adjudicated proceeding.

Mr. Allen's improper conduct was not salvaged by the fact that the trial court conducted an investigation into the matter and asked the jury as a whole whether anyone had violated the rule regarding looking at extraneous materials. As the Appellate Court noted, the trial court's inquiry should not have been on whether the *jurors* had improperly investigated the matter, but whether prejudice resulted from *attorney misconduct* by tampering with a jury. In this regard, assembling the jury, admonishing them again of their obligation not to look at any extraneous materials and then accepting the fact that none of the jurors would admit to looking at the material was not the appropriate method of investigation.

Cutting Corners In Discovery Compliance Upends A Defense Verdict: The Illinois Appellate Court Revisits Proper Assertion Of The Consultant Work Product Doctrine

In *Horn v. Northeast Illinois Regional Commuter Railway, Corp.*, 2022 IL App (1st) 210268, the Illinois Appellate Court held that surveillance videos obtained by Defendant's investigator are protected under the work product privilege afforded to "consultants" under Illinois Supreme Court Rule 201(b)(3). Central to that decision was the fact that Defendant timely disclosed the existence of the videos and asserted the work product privilege in a privilege log.

In *Tripp v. Union Pacific Railroad Company*, 2025 IL App (1st) 231844-U (March 21, 2025), the Illinois Appellate Court, First District, stressed the importance of the disclosure requirements and held that the failure of a Defendant to disclose the existence of surveillance videos of Plaintiff was not protected by the work product privilege where Defendant never acknowledged the existence of the videos and never provided a privilege log asserting the privilege for those videos.

In *Tripp*, Defendant obtained a non-guilty verdict in a personal injury lawsuit brought by Plaintiff for injuries he sustained in a railyard accident. Prior to trial, Defendant obtained surveillance video of Plaintiff walking without a cane. Defendant would subsequently explain to the court that the videos were obtained because Defendant was denied the opportunity to depose Plaintiff a second time.

Notwithstanding the reasoning behind obtaining the surveillance video, Defendant expressly denied having any surveillance of Plaintiff in its discovery responses. In fact, during the hearing regarding motions in limine at the beginning of trial, Defendant denied that it was going to use any videos of Plaintiff. However, after Plaintiff was paraded in front of the jury with a cane and a noticeable limp, Defendant disclosed that it had secured the surveillance videos of Plaintiff and intended to use them to impeach Plaintiff.

The trial court struggled with the admission of the videos and whether their admission would constitute a "miscarriage of justice." Obviously, Plaintiff's courtroom theatrics could not be condoned. But Defendant's gamesmanship was discomfoting as well. Ultimately, the trial court allowed Defendant to show the videos to the jury, and the jury found in favor of Defendant on liability.

When Plaintiff appealed the verdict, the appellate court ruled in Defendant's favor on nearly all issues. However, the court found that Defendant violated the Illinois Supreme Court discovery rules when it first stated that "none known" in response to Plaintiff's requests for any surveillance videos and failed to amend its responses to interrogatories as required by Rule 213 when it knew of the existence of the surveillance videos. The court observed that the discovery rules are mandatory, and that Rule 213 imposes a duty to supplement on a timely basis. Similarly, the court found that Defendant committed another discovery violation when it failed to identify the *existence* of the videos during consideration of motions in *limine*.

Turning to Defendant's argument that disclosure of a surveillance videos is protected by the work product privilege until Defendant decided to use them under *Horn*, the court rejected that argument noting that Defendant did not properly disclose the existence of the video or provide a privilege log asserting the consultant privilege under Supreme Court Rule 201(b)(3). As a result of this shortcoming, the appellate court ruled that Plaintiff was entitled to a new trial.

Tripp is a very instructive decision inasmuch as it clearly makes the point that the mere fact that surveillance videos might be privileged under Supreme Court Rule 201 is not enough. Parties that wish to withhold evidence under the consultant privilege must disclose the existence of the evidence and all other bases for asserting that privilege in a privilege log. In the absence of meeting these two requirements, a party cannot protect disclosure and production of consultant-generated evidence.



Seventh Circuit Court Of Appeals Relies On Store Video in Reversing Summary Judgment In Premises Liability Case Against Illinois Retailer

The United States Court of Appeals for the Seventh Circuit recently reversed a trial court's entry of summary judgment in favor of the Defendant on the issue of lack of constructive notice due to the existence of genuine issues of material fact in *Cruz v. Costco Wholesale Corporation*, No. 24-1843 (April 21, 2025).

In *Cruz*, Plaintiff Reyna Cruz fell on the floor of the Costco food court. Costco's surveillance camera system filmed and recorded the area of the fall. The recording in the record began at approximately 12:45 pm on July 28, 2021, and ended at 1:45 pm on the same day. Cruz's fall occurred at roughly

1:13. For the preceding 28 minutes, the video shows customers walking across the food court and up to the counter in roughly the area where Cruz would later fall.

The video does not show a smoothie spill, nor any customer purchasing a smoothie from the food court counter.

The only event of note before Cruz's fall occurred at roughly 1:09, when a woman pushing her daughter in a shopping cart moved into roughly (although not exactly) the area where Cruz would fall. At 1:10, the woman bent over to pick up a red item that either she or her daughter might have dropped on the floor. It was difficult to discern from the video what the item was or whether it fell in the same location where Cruz fell.

At 1:13 pm, Cruz fell. Her left leg slipped out from underneath her, and she landed awkwardly on her right knee and back. Several customers and some Costco employees came to her aid. None recalled what may have caused Cruz to slip. However, two employees cleaned the area and placed a "wet floor" sign in the area. The store manager later filled out an incident report. On the first page, he wrote that Cruz "fell by food court registers, on smoothie that was dropped by another member." Shapiama also selected "yes" for whether there was a "foreign substance or liquid on the floor" and noted that the "product involved" was a "fruit smoothie." Under "physical condition of floor," he wrote: "Smoothie drops about five on floor."

After most discovery was completed, Costco filed a motion for summary judgment, which the district court granted. The court concluded that Cruz had not presented evidence that would allow a reasonable jury to find that any spilled portion of a smoothie was on the floor long enough for Costco to have had constructive notice of its presence.

The Seventh Circuit reversed, finding that a question of fact existed on the issue of whether Costco knew or should have known of the existence of the substance on the floor. The court found that, drawing all reasonable inferences in favor

of Cruz, a jury could find that a smoothie was on the floor long enough for Costco to have constructive notice of the spill.

The district court had concluded that Cruz could not establish constructive notice because "all [she] established is an absence of evidence." The Seventh Circuit viewed the evidence differently. They noted that Cruz offered evidence that there was a smoothie on the floor. She also presented evidence—in the form of the surveillance video—indicating that no spill or cleanup occurred in the 28 minutes preceding her fall. The court found that a reasonable jury could therefore infer that the smoothie spill had been on the floor for longer than 28 minutes. The surveillance video, viewed in the light most favorable to Cruz, would allow a reasonable juror to find that the spill must have taken place at least 28 minutes before Cruz's fall. This was enough to allow a reasonable jury to find constructive notice and thus to preclude summary judgment.

Indiana Supreme Court Sets Limits On Discovery Of Smartphone Data

In October 2024, we reported the Indiana Supreme Court heard oral arguments for the case *Jennings v. Smiley*, 24S-CT-186, and was poised to adopt a new rule for the discovery of smartphone data in civil cases. On January 24, 2025, the court did just that. In a 4-1 decision, the court held that for all discovery requests of smartphone data, any party seeking its production must:

1. provide *some evidence* of the smartphone's use by the person from whom the data is sought and
2. describe "each item and category with reasonable particularity."

In *Jennings*, Plaintiff attempted to cross a busy street during rush hour without using a crosswalk. As he walked out from behind a large box truck while crossing the street, he was struck by a vehicle operated by Defendant. Plaintiff sued Defendant for negligence on the theory that Defendant was distracted.



In the course of discovery to obtain evidence that Defendant might have been distracted by looking at her phone, Plaintiff learned that Defendant usually used a smartphone app to check her usual route for delays or accidents before she began driving.

Defendant testified that she closed the app before she started her trip, and that she did not use her phone again while driving. She denied being distracted to the investigating police officer, who concluded that her statement that she "looked up" right as she struck Plaintiff was a turn of phrase describing the moment when Smiley perceived Jennings before the collision and that Defendant was not driving while distracted.

Based on this evidence, Plaintiff sought to obtain a forensic copy of Defendant's cell phone, which would include all smartphone data. Defendant objected to the request on the grounds that it was cumulative, disproportionate to the needs of the case, and inapposite to her privacy interest in the cell phone. The trial court denied Plaintiff's motion to compel the production of the phone and entered an order in limine preventing the discussion of possible evidence of distraction from Defendant's phone at trial.

Following a defense verdict, Plaintiff unsuccessfully appealed to the Court of Appeals. The Indiana Supreme Court granted transfer to consider the scope of permissible discovery of smartphone data.

While recognizing the need to allow liberal discovery, the court focused on the competing concerns of the relevance and proportionality of smartphone searches and the "burden" that flows from the potential invasion into privacy interests.

Following the standards often imposed in federal court and courts of other states, the court adopted a two-pronged approach under which any party seeking its production must:

1. provide *some evidence* of the smartphone's use by the person from whom the data is sought and
2. describe "each item and category with reasonable particularity."

As with law enforcement officers building their case, the court encouraged parties to "use less-invasive discovery tools like depositions, interrogatories and requests for production of phone records" in showing some evidence of use and identifying certain items and categories with reasonable particularity. In turn, the court explained that when requests return some evidence of smartphone use in the particular context sought, the door to more expansive searches will gradually open. Of course, the opposite is true of requests which return no evidence of use.

As the court observed, "[a] balance must be struck between the need for the information and the burden of supplying it" and *all burdens* of proportionality must be assessed against the likely benefit of discovery. In other words, privacy concerns are not a per se bar to the discovery of smartphone data; any enforceable request will have necessarily met the privacy-focused initial burdens of relevance and particularity.

Based on this standard, the court held that mere evidence of earlier use of a smartphone app was not enough for Plaintiff to meet the initial burden. Similarly, there was no evidence that Defendant was distracted by her phone. Investigating officers found no evidence of distraction after interviewing multiple witnesses and interpreted Defendant's statement that she "looked up" as a common phrase that did not indicate distraction.

Beyond this, Plaintiff's request cast "too wide a net" to meet the particularity requirement under the new framework. The court found Plaintiff's request, as written, was extremely

broad in scope, even if it requested only one hour's worth of data. The request would have included all "data reflecting the utilization of the phone" without any stated limit on what that data specifically was.

Going forward, *Jennings* will have immediate impact on claims involving motor vehicle accidents. Early consideration of potential claims of distraction and development of supporting evidence that identifies some use of a smartphone is imperative, whether that is evidence derived from witnesses, dashcam videos, or even odd ECM data.

Firm News

Welcome to the Team

Please join us in welcoming our new Illinois Associate attorneys [Abdu-Raheem "A.R." Igbadume](#) and [Benjamin DiBlasi](#).



A.R. concentrates his practice in workers' compensation and general liability. He is a dedicated attorney who is committed to protecting his client's interests and has extensive experience in trying cases, delivering oral arguments and successfully representing clients in arbitration and appeals.



Benjamin is an accomplished attorney with extensive experience handling general liability matters. His diverse legal background includes condominium law, products liability, real estate, construction law, professional liability and business law. Throughout his career, Benjamin has demonstrated a strong commitment to

providing strategic counsel and effective representation across various industries.



Downey & Lenkov Attorneys Selected to 2025 Leading and Super Lawyers

We are pleased to announce that 11 attorneys at Downey & Lenkov have been recognized by Super Lawyers® as leading practitioners in their fields. 10 attorneys have also been selected for Leading Lawyers' 2025 rankings.

Capital Members [Rich Lenkov](#) and [Storrs Downey](#); Income Members [Jessica Jacker](#) and [Brian Rosenblatt](#); and Of Counsel [Samuel Levine](#) and [Margery Newman](#) have been selected on both esteemed lists.

Read the full article [here](#).



Downey & Lenkov Bids a Fond Farewell to Capital Member Jeanne Hoffman

After more than two decades with Downey & Lenkov, Capital Member Jeanne Hoffman has departed the firm to take on new challenges. She was an integral part of our team, shaping both our success and the culture that defines us.

As a trusted colleague, mentor and leader, Jeanne's expertise and dedication made a lasting impact on our firm, colleagues and clients alike. While we will miss her presence, we are deeply grateful for her many contributions and the legacy she leaves behind.



Celebrating International Women's Day

We continue to honor the incredible women whose talent, hard work and dedication help drive Downey & Lenkov forward. Your contributions are invaluable, shaping our success and inspiring those around you. Thank you for all that you do!



Downey & Lenkov Sponsors Valparaiso Pop Warner

Downey & Lenkov is a proud Gold Sponsor of Valparaiso Pop Warner, an incredible organization, led by Capital Member Kirsten Kaiser Kus as President, that provides young athletes in Northwest Indiana with football and cheer experience. Through active participation, the program teaches fundamental values, skills and knowledge that can be used throughout their lives.

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Our attorneys provide free seminars on a wide range of general liability topics regularly. We speak to individuals and companies of all sizes. Some national conferences that we've presented at are:

- Illinois Employer Liability in Personal Injury Case: Kotecki Doctrine and Insurance Coverage for Such Claims
- American Conference Institute's National Conference on Employment Practices Liability Insurance
- Claims and Litigation Management Alliance Annual Conference
- CLM Retail, Restaurant & Hospitality Committee Mini-Conference
- Employment Practices Liability Insurance ExecuSummit
- National Workers' Compensation and Disability Conference & Expo
- National Workers' Compensation & Disability Conference
- RIMS Annual Conference

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They offer complimentary webinars and actively participate in regional and national conferences. For more information, please contact [Ryan Danahey](#) and visit the website at <https://www.mplalliance.org/>.

Newsletter Contributors

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