

Firm News

Fond Farewell to Capital Member Jeanne Hoffmann

After more than two decades with Downey & Lenkov, Capital Member Jeanne Hoffmann has departed the firm to take on new challenges.

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.



2025 Super Lawyers®

Eleven attorneys at Downey & Lenkov have been recognized by Super Lawyers® as leading practitioners in their fields

Capital Members [Rich Lenkov](#) and [Storrs Downey](#); Income Members [Jessica Jackler](#) and [Brian Rosenblatt](#); and Of Counsel [Samuel Levine](#) and [Margery Newman](#) have been selected to both Leading and Super Lawyer lists.

Read the full press release [here](#).



Of Counsel Samuel Levine Named Recipient of the 2025 ISBA Newsletter Editors Service Award



Downey & Lenkov Of Counsel Samuel Levine received an Illinois State Bar Association Membership Appreciation award at its Membership Appreciation Reception for his dedicated service as editor of its "Building Knowledge" Construction Law Newsletter.

Among his many contributions, Samuel is a past chair of the ISBA Construction Law Section Council, Commercial Banking, Collections and Bankruptcy Section Council and Real Estate Law Section Council as well as a current member of its legislative committee.

Read full announcement [here](#).

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



Benjamin is an accomplished attorney with extensive experience handling general liability cases. 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.

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!



January 2025 Construction Newsletter

In our [January 2025 newsletter](#), we covered firm news, Workers' Compensation for Day Labor, The Corporate Transparency Act, Trump Executive Order Eliminating Affirmative Action Requirements and much more.

Downey & Lenkov LLC Construction Law Newsletter January 2025

Firm News

Downey & Lenkov Has Been Named in the 2025 Best Law Firms® Ranking

We're excited to share that Downey & Lenkov has been named in the 2025 Best Law Firms® rankings by Best Lawyers®. This year, we were selected as Tier 1 in Construction Law and Construction Litigation nationally and regionally. Additionally, we've been ranked regionally for Workers' Compensation.

We appreciate the recognition and are thankful for the support! For details about our rankings, visit our profile here: [Downey & Lenkov LLC | Best Law Firms](#)

Kirsten Kaiser Kus and Werner Sabo Recognized in the 2025 Edition of The Best Lawyers in America

We are pleased to announce that Capital Member **Kirsten Kaiser Kus** and Of Counsel **Werner Sabo** have been recognized in the 2025 edition of The Best Lawyers in America®.

Kirsten has received this accolade for her work in Workers' Compensation Law – Employers.

Werner has received this accolade for his work in Construction Law and Litigation.

Leading Lawyers Selection

Ten attorneys at Downey & Lenkov have been selected to Leading Lawyers' 2025 rankings.

Leading Lawyers provides rankings of the most respected and experienced attorneys nationwide. No more than 5% of all attorneys in each state are selected for either distinction.

Please join us in congratulating our selected attorneys! For more information about the attorneys selected, please visit our profile here: [Downey & Lenkov LLC | 2025 Leading Lawyers](#)

2025 ASA Construction Expo & Safety Conference

Join Capital Member **Jeanne Hoffmann**, Income Member **Margery Newman** and Associate **Frank Swanson** at the 2025 ASA Construction Expo on March 4, 2025, from 9 AM to 4 PM in Oakbrook Terrace, IL. Stop by our booth #902 at the show to connect with us and talk all things construction!

Register here: [2025 ASA Construction Expo & Safety Conference](#)

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Valparaiso Pop Warner Sponsor

Downey & Lenkov is a proud Gold Sponsor of Valparaiso Pop Warner, led by Capital Member [Kirsten Kaiser Kus](#) as President, an organization 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.

[Learn more about Valparaiso Pop Warner](#)



Legal Updates

Under the new administration, the construction industry is navigating a rapidly changing landscape shaped by shifting federal priorities and regulatory overhauls. Newly imposed or revised tariff policies on imported materials particularly steel, aluminum and key components are impacting project costs and procurement strategies across the sector.

Tariffs and the New Risks to be Addressed in Construction Contracts

By: [Jeffrey Kehl](#)

Since President Trump's inauguration in January 2025, America has seen international tariffs threatened, imposed, paused, rescinded, reduced, increased, expanded and/or contracted. The media and politicians refer to the intensity of this activity as a trade war. An unfortunate casualty of this trade war is the uncertainty it brings to the construction industry.

The construction industry relies heavily on a global supply chain for all materials. Tariffs on imported goods cause costs to rise. In turn, cost increases can result in budget overruns, delays and unrealized contractual expectations among owners, general contractors and subcontractors.

Whether tariffs are actually imposed, threatened, or simply under the international trade microscope, the volatility in the market can lead to price uncertainty, making it difficult for contractors to predict costs with the same level of confidence enjoyed previously. The problem grows exponentially as the number of subcontractors and suppliers in any given project increases.

To properly and effectively allocate the risks that tariffs pose on contractors, they need to consider incorporating new provisions into their contracts. Here are some potential options that may effectively protect the various interests depending on the project.

Tariff Adjustment Clauses

A tariff adjustment clause allows the price of a project to change if the cost of materials increases due to tariffs. This clause helps protect the parties from unexpected price increases. Such clauses specifically address cost escalations directly attributable to tariff increases. The clauses help protect suppliers from the full impact of tariffs, while also providing buyers with a clear process for handling cost increases. Such clauses require the adoption of a formula or index linked to the applicable tariff rates.

Price Escalation Clauses

These clauses allow for adjustments in contract prices based on fluctuations in material costs, including, but not limited to, those resulting from tariffs. By defining how price increases will be handled these clauses can protect all parties from cost unpredictability. These are by far the most direct methods for dealing with tariff-related cost issues. There are even several different types of clauses, tethered to different economic markers.

For example, the parties may elect to hedge against unexpected costs by incorporating a simple clause that forces an adjustment based on actual increased costs due to quantifiable tariff imposition or increase. This type of provision is sometimes seen in oil and gas contracts. *i.e.*:

Price Escalation. Any increase in the Seller's cost of supplying the Product caused by any law, regulation, tax, common carrier pipeline tariff, fractionation fees, throughput fee, third party operated facility charge or otherwise, imposed or increased after the date of this Agreement on or respecting the ownership, storage, processing, production, transportation (including fuel surcharges, wait times and travel restrictions), distribution, use or sale of the Product covered by this Agreement will be added to the price under this Agreement.

Unlike the oil and gas industry, the construction industry is not (presently) heavily regulated. As such, price escalation clauses can be more creatively drafted to meet the specifics of a project or local practice.

Other clauses could be considered as well.

Force Majeure Clauses

Tariffs may not fall under traditional force majeure events (like natural disasters), but expanding the language in a force majeure provision to account for trade policy changes (read tariffs) can help parties avoid penalties for delays or increased costs caused by tariff impositions.

Contingency Clauses

The parties can agree that a specific amount of money in a project budget can be set aside to cover unforeseen costs or to address unexpected expenses that may arise during construction. If a project contingency permits material price fluctuations due to tariffs as part of the intended use, it may allow the project to continue without major disruptions if such events occur. These provisions are a risk management tool for the owner and contractor alike in contracts where the project price is not fixed.

Clear Delivery and Supply Terms

Including provisions that set out the sourcing and delivery terms of materials, as well as the timeline, possibly can minimize the risk of cost overruns project disruptions due to global market shifts. While greater attention to global markets and governmental action is required, contractors willing to do so can mitigate potential losses by including contract terms to address source, timing, storage logistics and job-site preparations.

No Damage for Delay Clauses

Not only should contractors become more proactive in minimizing tariff-based risks, but so should owners. A "no damage for delay" provision limits compensation to contractors to time extensions rather than monetary damages and reduces the likelihood of disputes over delay-related costs. The parties should consider whether tariff-related cost increases are "excusable delays" entitling a contractor to a time extension or a "compensable delay" warranting financial compensation for the added costs related to the delay.

Change Order and Cost-Sharing Clauses

Modification of how change orders are contractually handled is another risk avoidance measure that should be considered. To account for issues that are tariff-related, the parties can modify how changes in material costs or supply chain delays are documented and approved. Where possible, the parties should consider cost-sharing provisions under which all parties agree in advance to apportion the financial burden of unexpected cost increases.

Conclusion

The impact of a trade war and its weapon du jour, the tariff, does not need to be a source of increased and unexpected risk for participants in the construction industry. A little proactivity and focus on rewriting current contract models by incorporating one or more of the foregoing clauses would go a long way to mitigate the impact of tariff-related delays and cost increases.

DEI Is Dead. Long Live Economic Development.

By: [Margery Newman](#)

Merit-based opportunities are the talking point for eliminating decades of construction industry programs designed to allow minorities and women entry into an industry primarily limited to caucasian male owners. Known as Affirmative Action (“AA”), or diversity, equity, and inclusion (“DEI”) programs, these initiatives were designed to help those who have historically been marginalized or underrepresented. Now, these programs are considered discriminatory and illegal on the federal construction level.

As far back as 9/24/65, President Lynden B. Johnson issued Executive Order No. 11246 stating in relevant part that:

Section 202. [A]ll Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color or national origin.

Almost sixty years later, on 1/21/25, President Donald J. Trump signed an Executive Order that revoked President Johnson’s Executive Order entitled “Ending Illegal Discrimination and Restoring Merit-Based Opportunity.” President Trump’s Executive Order 14173 sets new Affirmative Action requirements for federal contractors and states, in pertinent part:

Section 1. [T]oday, roughly 60 years after the passage of the Civil Rights Act of 1964, critical and influential institutions of American society, including the Federal Government, major corporations, financial institutions, the medical industry, large commercial airlines, law enforcement agencies and institutions of higher education have adopted and actively

use dangerous, demeaning and immoral race—and sex—based preferences under the guise of so-called “diversity, equity, and inclusion” (DEI)... that can violate the civil-rights laws of this Nation.

Section 2. It is the policy of the United States to protect the civil rights of all Americans and to promote individual initiative, excellence and hard work. I therefore order all executive departments and agencies (agencies) to terminate all discriminatory and illegal preferences, mandates, policies, programs, activities, guidance, regulations, enforcement actions, consent orders and requirements.

The premise of the anti-DEI movement is that unqualified people of color or women obtained their construction contracts although inadequate, or at least less qualified than their caucasian male counterparts. That premise of course has not been tested or authenticated. Regardless, federal contractors must now:

- A) Certify that they do not operate DEI programs in violation of federal anti-discrimination laws;
- B) Ignore race, sex, sexual preference, religion or national origin in their contracting practices;
- C) Review any programs that include the requirement for diversity, equity and/or inclusion and determine if the programs need to be modified or eliminated.

What should a contractor do? First, review any programs that include the words diversity, equity and inclusion to determine if the programs need to be modified or eliminated. Second, follow the constantly changing requirements being promulgated by the federal and local government agencies and determine which one applies to your construction company. Third, do not throw the baby out with the bath water. AA and DEI have been very good for the construction industry and may be continued with modifications.

What impact President Trump’s Executive Order, removing affirmative action on the federal level, will have on local construction projects is yet unclear. The State of Illinois and numerous local municipalities such as the City of Chicago and Cook County, have aspirational goals for women and minorities to participate in construction projects. Based on two combined cases out of Kentucky, however, the Illinois Department of Transportation (IDOT) removed DBE goals from certain specified projects. These projects were ones the Kentucky plaintiffs claimed they were interested in bidding on.

IDOT’s removal of its AA programs on certain projects does not necessarily mean all Illinois State and Local Municipalities will also remove their AA programs. The first question to address is what the President’s authority is to remove DEI programs by Executive Order. Congress initially created DBE goals for the construction industry so, arguably, it would be necessary for Congress to take action to eliminate DBE programs on federal construction projects. Also, even though the President’s Executive Order directs federal agencies to “relentlessly combat private sector discrimination,” many private construction companies are maintaining their DEI hiring practices.

For example, Derek Cunz, who recently appointed CEO of Mortenson, stated to Construction Dive that:

"When we think about DEI, our 'why' is not changing. We're very focused on belonging and inclusion on our projects."
("New Year, New CEO at Mortenson," *Construction Dive*, January 2025).

As for the Federal Small Business Administration ("SBA"), support for its DEI programs has weathered challenges to its 8(a) program which sets goals for women and what are termed traditionally underrepresented groups of contractors. The same is true for the US Department of Transportation's (USDOT) DBE program. These programs have been modified, not terminated. Both programs now require proof of disadvantages, rather than automatic participation in the DBE program. This is not to say that the SBA's and USDOT's DBE programs are not at risk. Time will tell.

Further, many state and local governmental agencies involved with construction projects are restructuring their DBE programs to be race and sex neutral. Instead of DBE or AA goals, some agencies are renaming their programs based on goals due to economic disparity, economic insecurity, socio-economic development, equal opportunity or merit-based programs, just to name a few. Stay tuned for further updates.

Despite Appearances, Recent Executive Actions Are No Shield From State Law

By: [Frank Swanson](#)

Throughout the initial period of President Trump's second term, a torrent of executive orders has sought to impress an aura of his supreme authority upon the American public. With this perceived authority, he has dispatched the legislative and judicial branches to issue non-legislative, impermanent executive orders purporting to reinterpret federal law and directing the full weight of the executive branch's law enforcement and regulatory authorities in conjunction. Through these explicit acts, his diminishment of the executive branch's workforce capacity and his use of pardon power, President Trump has also called into question the capacity and will of the federal government to enforce existing civil regulations and/or criminal law.

Accordingly, businesses and individuals are left to question the application of their state's laws and regulations where they may conflict with the President's aggressive claims of executive authority. This may include questioning the legality of long-standing business practices in regard to hiring, workplace safety and financial reporting, an inquiry which grows in complexity considering the President's explicit use of criminal and legal threats against violators of his claimed authority.

Despite the President's claims of authority, both actual and tenuous, no executive order issued by him has the ability to modify or otherwise impact duly enacted state law or regulations, much of which may be modeled off pre-existing or uniform state legislation. Consider the President's recent order to end OSHA rulemaking and diminish its enforcement capabilities, or his several orders directed at "DEI" efforts.

Based off these orders alone, the average business owner could question whether certain OSHA-related safety regulations still apply at their warehouse and question the federal government's interest in enforcing relevant civil rights employment law.

In Illinois, OSHA regulations and the federal Department of Labor are residually supported by existing and enforceable authorities such as the Occupational Health and Safety Act (820 ILCS 219) and the Illinois Department of Labor. The Illinois Department of Human Rights enforces Illinois regulations and common law governing workplace discrimination and hiring practices.

In the face of these ever-expanding claims of executive authority, we encourage entities and individuals to consider the application of existing state or local authority before judging the applicability of the President's orders.

What Happens When Projects are Suspended

By: [Samuel Levine](#)

Construction projects stop in whole or in part for many reasons. Disputes arise between an owner and the prime contractor or between the contractor and a subcontractor over money, access or design issues. A contractor defaults. Work is suspended because contractors cannot find enough labor. The costs of materials become prohibitive, threatening the ability of a contractor to perform. Many owners and contractors are concerned about the economic environment. Tariffs will likely impact the costs of materials resulting in the possibility of suspension.

Then there are catastrophes and causes beyond the parties' control. There may be adverse weather conditions, orders of government authorities or acts of nature.

Suspension of a project has profound consequences for an owner, prime contractor, subcontractor, surety and lender. Protection of the parties to the construction project begins with the contract. The parties must define the parameters of suspension. The standard form of industry contracts contains provisions governing the rights of a party to suspend work under the contract and the obligations of a party upon suspension. These suspension clauses differ depending on whether the contract is public or private. Suspension of work clauses in industry contracts are similar in many respects but do contain differences. Suspension of work clauses is a starting point for addressing the consequences of stopping construction.

Suspension Defined

What is suspension? Suspension is a pause, delay or interruption of all or part of the work called for under the contract. A suspension typically occurs when an owner directs a contractor to stop working on all or part of a project. Suspension can be either for a defined, undefined, known or unknown period. Suspensions can affect all or only a portion of the work.

There are direct and constructive suspensions. A directed suspension of work arises out of a written or verbal directive from an owner or their representative to a contractor to suspend all or a portion of the work.

Examples of constructive suspension are delays resulting from the unavailability of the site, delays caused by interference with the contractor's work, delays in issuance of notices to proceed or change orders or delays in work inspection.

Industry Contract Provisions Governing Suspension

The standard industry contracts each have provisions governing the suspension of work. There are similarities and differences among the form contracts. A common thread among them is the broad right of the owner to suspend the contract for convenience.

The AIA A201-2017 General Conditions of the Contract for Construction contains suspension clauses found in Section 14.3.1 and Section 14.3.2. These provisions allow an owner to order the contractor to suspend, delay or interrupt the work in whole or part "without cause" for such period as the owner determines.

Section 14.3.1. The suspension clause allows for an adjustment of the contract sum and time for increases in the time and cost arising out of an owner-imposed suspension. A price adjustment includes profit.

Section 14.3.2. However, a double recovery will not be allowed. There is no limitation of suspension to a reasonable amount of time. On the other hand, the Federal government limits suspensions to a reasonable amount of time.

Under the AIA, a contractor may recover the costs of delay under another contract provision.

Section 8.3.3. The contract time and contract price are to be equitably adjusted by the change order for the cost and delay resulting from the suspension.

Section 14.2.1. A contractor has certain rights in the face of a suspension or repeated suspension. A contractor may terminate the contract if, through no act or fault of the contractor, the lesser of repeated suspensions of the work by the owner constitutes in the aggregation more than 100% of the total number of days scheduled for completion or 120 or more days in any 365-day period.

Section 14.1.4. Additionally allows the contractor to terminate the contract if the work is stopped for a period of 60 consecutive days through no act or fault of the Contractor because the Owner has failed to fulfill the Owner's obligations under the Contract Documents concerning matters important to the progress of the work upon 7 additional days' notice to the owner and architect and recover from the owner as provided in Section 14.1.3.

Under the AIA General Conditions, the contractor has certain rights in the event of an emergency.

Section 10.4, "(I)n an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss." Furthermore, additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided by other provisions of the general conditions. See Article 7 (Changes in Work) and Article 15 (Claims).

The ConsensusDocs also contain a suspension provision allowing the owner to suspend performance of work for convenience. The ConsensusDocs 200 Standard Agreement And General Conditions Between Owner and Constructor (Lump Sum Price) at Article 11.1.1 allows for the owner to suspend performance at any time and for any amount of time for the "owner's convenience". However, the contract price and contract time shall be equitably adjusted by the change order for the cost and delay resulting from the suspension. See ConsensusDocs 200 Lump Sum Price Standard Agreement. The Consensus Document provision specifically mentions that adjustment is to be made by a change order. The document also appears to provide for an unlimited suspension subject to an equitable adjustment of contract time and price.

The Consensus Lump Sum Price Standard Agreement also has an emergency provision that allows the constructor ("contractor") to act in a reasonable manner to prevent threatened damage, injury or loss. Any change in the Contract Price and Time resulting from the actions of the constructor in an emergency is to be determined by a change order.

Delay and Disruption

Consequences of suspension are delay and disruption. A delay claim redresses a contractor's loss from being unable to work. On the other hand, a disruption claim compensates a contractor for damages it suffers from actions that make its work more difficult or expensive than anticipated.

It is critical that the contractor document the condition of the site at the time of demobilization. It needs to take videos and photographs of the site and document in detail its damage which is the consequence of suspension.

Claims

It is imperative that a contractor follows the contract to recover for additional time or costs resulting from a suspension. Failure to timely submit a claim will prejudice the contractor's right to recover. Section 15 of the AIA General Conditions governs claims.

Section 15.1.1. Defines a "Claim" as "a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the contract time or other relief with respect to the contract."

Additionally it states that "the term "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract. Notice of a claim arising prior to or during construction of the work period must be submitted within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Conclusion

Suspension of a project creates a myriad of issues relating to the project. Primarily the parties are encountering delays and disruption, impacting the timeliness and price of the project. The responsibility of the owner, contractor, subcontractor and surety for the consequences of suspension can be addressed in drafting the underlying contract(s). It is upon the contractor to comply with all conditions precedent, entitling it to additional time or money.

It is also upon the contractor to document the condition of the project at the time of suspension and its costs resulting from suspension of the project.

Concurrent PTD and PPD Awards

By: [Logan March](#)

In *The American Coal Company v. The Illinois Workers' Compensation Commission*, 2024 IL App (5th) 230815 WC, the Appellate Court addressed a concurrent permanent total disability (PTD) and permanent partial disability (PPD) award. Petitioner injured both eyes as well as his hip, spine and abdomen. Although typically PTD awards, which are greater than PPD awards, are considered complete compensation for all injuries from a single accident, the arbitrator permitted recovery for PTD for the loss of the eyes and PPD for the other injuries. The employer appealed, arguing that an award of PTD precludes an additional award of non-scheduled PPD, but the the Illinois Workers' Compensation Commission unanimously upheld the Arbitrator Decision and the Circuit Court affirmed.

The employer appealed a statutory interpretation theory, arguing that the language of the statute demonstrated an intent to preclude concurrent PTD and PPD awards. Section 8(e)(18) of the Act awards benefits for the permanent total loss of specific named body parts including, in this case, both eyes. Benefits under this section are not set for a number of weeks but are provided for life. Section 8(d)(2) of the Act awards PPD benefits for a certain number of weeks based on the body part. The employer argued that because Petitioner received a PTD award, he was precluded from also receiving a PPD award.

Section 8(e)(18) of the Act does not include language allowing for both award types and the employer argued that because the legislature could easily have done so, the exclusion was intentional. Additionally, they argued that the legislature enacted Section 8(d)(2) in an attempt to limit additional compensation under 8(e)(18) to scheduled body parts only.

The Court relied on *Freeman United and Beelman Trucking*, where the Supreme Court of Illinois held that the section did not exclude other cases allowed for under section 8(e). The Court read the words "permanent" and "total" to represent a stated legislative determination that the specific injuries would be compensated at a fixed figure and not as a literal "total" disability. Therefore, a TPD award was not written as total compensation for all injuries associated with a specific accident and did not exclude benefits for the partial disability of a different body part.

Therefore, the proper analysis is to first look at the permanent total disability, in this case, the loss of both eyes and grant the required award under section 8(e)(18). The court then looks for other injuries that may entitle Petitioner to additional recovery for the partial loss of use of a body part.

This Petitioner-friendly decision increases an employer's potential liability in permanent and total disability cases by allowing Petitioners to recover PPD and PTD awards.

Who We Are

Downey & Lenkov LLC is a full-service law firm with offices in Illinois, Indiana and Wisconsin. Our expertise spans across several practice areas, providing transactional, regulatory and business solutions for clients across the nation. The firm's continued growth is a result of an aggressive, results-oriented approach. Unlike larger law firms however, we do not face massive overhead and are able to charge more reasonable rates that both small and larger employers can more readily afford.

We evolve with our clients, representing Fortune 500 and small companies alike in all types of disputes. Downey & Lenkov is a team of experienced, proactive and conscientious attorneys that have been named Leading Lawyers, Super Lawyers, Rising Stars and AV Preeminent.

Newsletter Contributors

[Margery Newman](#), [Frank Swanson](#), [Jeffrey Kehl](#), [Samuel Levine](#) and [Logan March](#) contributed to this newsletter.

As always, the team at Downey & Lenkov is here to help. Whether you have questions, need guidance or are facing a complex challenge, our team is ready to assist.

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