EMPLOYMENT LAWSCENE ALERT: THE FMLA, WFMLA, AND SAME-SEX SPOUSES

On February 25, 2015, the Department of Labor (DOL) issued a Final Rule revising the definition of "spouse" under the FMLA. Currently, a "spouse" is defined as "a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized." The Final Rule amends the FMLA definition of "spouse" to include eligible employees in same-sex marriages, even in states that do not recognize same-sex marriages. Importantly, same-sex marriages will be deemed valid based on the place in which the marriage was entered into, instead of the state in which the employee lives or works. Marriages will be valid if they are performed in any state or country that deems the marriage legal. Wisconsin, through a series of recent federal court decisions, recognizes same-sex marriages. Therefore, if an employee in a same-sex marriage was married in a place that legally recognizes same-sex marriages, an employer in any state, even those that do not currently recognize same-sex marriages, must grant that employee FMLA leave for the care of a same-sex spouse if the employee is otherwise eligible for that leave.

The amendment to the meaning of "spouse" under the federal FMLA does not affect the Wisconsin Family Medical Leave Act (WFMLA). The WFMLA is broader in scope than the federal FMLA as it not only recognizes the right of an employee to take a leave of absence for the serious health condition of a "spouse," defined as "an employee's legal husband or wife" (including a same-sex spouse), but also provides leave rights to employees engaged in domestic partnerships. The WFMLA defines "domestic partner" in one of two ways. First, domestic partner can mean two individuals who: (i) are 18 years or older and competent to enter into a contract; (ii) are not married to or in a domestic partnership with anyone else; (iii) are not related by blood in a way that would prohibit marriage; (iv) consider themselves each other's immediate family; (v) agree to be responsible for each other's basic living expenses; and (vi) share a common residence. Second, domestic partners can be those who have signed and filed a declaration of domestic partnership in the office of the registrar of deeds of the county in which they reside. In Wisconsin, domestic partnerships can apply to same-sex couples who are not married as well as to opposite-sex couples who are not married. Therefore, even employees who are not legally married can be eligible for up to two weeks of WFMLA leave if they are part of a domestic partnership recognized under state law.

The new FMLA regulation goes into effect on March 27, 2015 and the WFMLA is already in effect for Wisconsin employers, so employers should review their policies and educate supervisors, managers, and human resources personnel on the Final Rule as well as Wisconsin law so that they can be applied properly.

EMPLOYMENT LAWSCENE ALERT: HOW FMLA LEAVE SHOULD—AND SHOULD NOT—AFFECT YOUR EMPLOYEES' PERFORMANCE EVALUATIONS

Under the Family Medical Leave Act, employers are not permitted to take an employee's FMLA-protected absences into consideration when making employment decisions such as discipline and termination. However, if performance deficiencies are discovered while an employee is on FMLA leave and would have resulted in termination or discipline had the employee not been on leave, the employer is permitted to follow through with the same discipline or termination. Determining which category an employee's performance issues fall into can be very challenging.

For example, in a recent decision out of the United States District Court for the Eastern District of Michigan, the period in which the employee was on FMLA leave factored into the employer's calculation of her achievement of performance goals, which eventually led to her termination. As an Account Executive, the employee was assessed based on her revenue-to-budget figure, which was calculated on a three-month rolling average. Because the employee was on leave for five weeks, the court found that her numbers were affected for not only those specific weeks but also the following five months in which the revenue that could have been generated in those weeks would have shown up as part of her assessment. Because of this, the Court granted summary judgment to the employee finding that "no reasonable juror could conclude that [the employer] did not use [the employee's] FMLA leave as a negative factor in its decision to discipline and then terminate [the employee]."

However, employees who take FMLA are not entitled to greater rights than they would have been if they had been continuously working. "Therefore, if, while the employee is on leave, an employer happens to discover a performance issue or other offense for which the employee would have been disciplined or terminated had he or she been working at the time, the employer is still entitled to terminate or discipline that employee." As the Seventh Circuit Court of Appeals has said "the fact that the leave permitted the employer to discover the problems cannot logically be a bar to the employer's ability to fire the deficient employee."

Employers need to be very careful in handling how they discipline and terminate employees who are either taking or have recently taken FMLA leave. If the employee's FMLA leave could affect an objective performance criterion in a negative way, employers need to be cautious of using that criterion to terminate an employee. However, if the employer can show that they would have taken the action independent of the leave and merely discovered the issue while the employee was on leave, it will have a solid defense to an FMLA claim.

ELECTRONIC SIGNATURES: THE LAW IS CATCHING UP

Electronic signatures are alluring to time-pressed clients who are closing deals all over the city, the state, the country and the world. But are electronic signatures enforceable? Can you enforce an agreement when the only “signature” you received was the other party’s typed name at the bottom of an email or a text? How about when your only copy of the other party’s signature is a pdf?

For decades now, people have attempted to enter into agreements through purely electronic means, but the law has been slow to guarantee that these purely electronic agreements would be enforceable in court. Recently, though, the law has started catching up by enforcing certain electronic signatures and agreements.

State and Federal Electronic Signature Laws

There are two primary laws that govern electronic signatures. The first is the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”). The second is the Uniform Electronic Transactions Act (“UETA”), which has been adopted in some form by 47 states, including Wisconsin (“WI UETA”). Illinois, New York and Washington have not adopted UETA, but they have adopted their own electronic transaction laws.

How Do the Laws Work in Practice?

E-SIGN and UETA were each enacted to ensure that electronic records and signatures are not denied legal effect solely because of their electronic form. But what does that mean in practice and in court?

First, an “electronic signature” means any “electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.” This means that pdf copies of signatures, typed names at the bottom of emails or texts, and personal access codes are some of the many items that can qualify as electronic signatures.

Now, let’s say that you have taken another party to court to enforce an agreement signed electronically. The opposing attorney’s first argument may be that her client’s electronic signature is not enforceable. In that case, the court will have to determine whether the two parties *agreed* to conduct the transaction electronically. This agreement may have come in the form of an expressly written document or it may have been implied contextually over the course of negotiations.

This is really at the heart of the Wisconsin law: can the court find that the parties expressly or implicitly agreed to accept electronic signatures?

Obviously, it is better to express this agreement in writing. Otherwise, a good litigator will fight the validity of the contract, which will increase court costs and fees. Therefore, parties should include in their agreements a clause that expressly states that the parties agreed to accept electronic signatures.

What Does Wisconsin's Electronic Signature Law Say?

Wisconsin law states that the following three requirements must be met before WI UETA will apply to an electronic record:

1. The subject matter of the electronic record must not fall within WI UETA's list of prohibited subject matters (see below);

2. The parties must agree to use electronic records; and

3. The electronic record must be capable of retention at the time it is received.

What is a "Prohibited Subject Matter" Under WI UETA?

WI UETA generally applies to all electronic records unless WI UETA or another statute expressly prohibits the use of an electronic format. Examples of specific areas where WI UETA does not help to enforce an electronic record include the following:

1. The creation of wills or testamentary trusts;

2. Certain agreements governed by the Wisconsin Uniform Commercial Code;

3. Records governed by any law relating to adoption, divorce, or family law matters;

4. Notices provided by a court;

5. Court orders;

6. Official court documents (*e.g*. briefs and pleadings);

7. Certain notices (*e.g*. termination of utility services, termination of health or life insurance benefits, product recalls, foreclosure, or eviction);

8. Consumer disclosures governed by E-SIGN; and

9. Records subject to a law that expressly prohibits the use of an electronic format.

<u>What Constitutes an "Agreement" Under WI UETA?</u>

As discussed earlier in this article, WI UETA does not apply unless the parties both agree to conduct the transaction via electronic means. Again, this is at the heart of the law: both parties must express an agreement to conduct the transaction electronically, either in writing or in the context of their negotiations. Of these two options, the most secure way is to express agreement in writing within the actual contract.

<u>When in Doubt, Contact Your Attorney</u>

Of course, this is a simplified description of the laws governing electronic signatures. There are also requirements related to consumer documents, technology, storage of the electronic documents and even security measures. However, the bottom line is that the law is finally catching up to the real-world demands of today's business transactions.

If you have any questions, please contact O'Neil Cannon at 414-276-5000.

EMPLOYMENT LAWSCENE ALERT: SEVERANCE AGREEMENTS REMAIN IN EEOC'S CROSSHAIRS

In February 2014, the EEOC filed suit in Illinois federal court against CVS Pharmacy, Inc. alleging that the company's separation agreements constituted a pattern or practice of unlawfully discouraging employees from exercising their rights under Title VII of the Civil Rights of 1964 to communicate with the EEOC or to file discrimination claims. The EEOC's complaint stated that CVS had used a five-page, single-spaced separation agreement that included, among other things, a requirement that employees notify CVS if they became part of an administrative investigation, a promise to not disparage the company or its officers, directors, or other employees, a non-disclosure agreement, a release of claims, and a covenant not to sue. Although the agreements contained express language stating that nothing in the agreement was meant to interfere with the employee's right to participate in any legal proceedings or cooperate with an agency's investigation, the EEOC claimed that that language was not sufficient because the non-disparagement and nondisclosure provisions made cooperation impossible.

In April 2014, CVS filed a Motion to Dismiss the EEOC's complaint calling their severance agreements “run-of-the-mill” and stating that they did not violate the law. CVS further argued that the agreements, even if they restricted employees unlawfully, were not a pattern or practice of interfering with employees’ rights but merely constitute unenforceable contracts. CVS’ Motion to Dismiss was given support by an *amicus* brief filed by the Retail Litigation Center, Inc., which said that the language used by CVS was substantially similar to agreements used by employers nationwide and a ruling for the EEOC could result in the invalidation of agreements far beyond CVS and result in a flood of litigation.

The federal district court judge dismissed the EEOC’s suit, however, not on its merit. The EEOC’s case was dismissed because the EEOC failed to meet its pre-suit conciliation efforts before bringing the lawsuit. The federal district court found that the EEOC did not engage in any conciliation procedure and, as a result, was not legally authorized to commence suit. The EEOC, in response, acknowledged that it had not engaged in any pre-suit conciliation efforts but argued that it was proceeding under a portion of Title VII that did not require the agency to conciliate.

The EEOC has appealed the district court’s decision to the Seventh Circuit, which oversees the federal district courts in Illinois, Indiana, and Wisconsin. Given that the federal district court dismissed the case on procedural grounds, it is very unlikely that the Seventh Circuit, on appeal, will address the merits of the EEOC’s claim regarding the legality of CVS’s severance agreements. If the EEOC is successful with its appeal at the Seventh Circuit, then it would be most likely that the case will be remanded back to the district court for further proceedings.

This leaves the question open of whether the EEOC will stay the course and continue to press its case against CVS or whether it will select another employer as its target in pursuing its claim that “run-of-the-mill” severance agreements violate Title VII in preventing individuals the full enjoyment of rights afforded by Title VII.

Until a decision on the merits is reached on this issue, it is recommended that employers include explicit and express provisions in their severance agreements that make clear (i) that employees are allowed to participate in agency proceedings that enforce discrimination laws; (ii) that the waivers and releases are not to be construed to interfere with the EEOC’s rights and responsibilities to enforce federal anti-discrimination statutes under its jurisdiction or those rights of any state administrative agency; and (iii) that the employee has the protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC or any state administrative agency charged with the authority to enforce anti-discrimination laws.

ATTORNEY MAGER PRESENTS DURING "UTILIZATION OF MENTAL HEALTH, COUNSELING, AND MEDICAL RECORDS IN FAMILY LAW CASES: A VIEW FROM THE BENCH, THE BAR AND HEALTHCARE PROFESSIONALS"

On February 5, 2015, Gregory S. Mager spoke during Utilization of Mental Health, Counseling, and Medical Records in Family Law Cases: A View from the Bench, the Bar and Healthcare Professionals presented by The Society of Family Lawyers, The Leander Foley Matrimonial Inns of Court, and The Association of Family and Conciliation Courts Wisconsin Chapter. This continuing education program addressed the technical, legal aspect of requests for production of health care records and of complying with records requests, factors in determining admissibility of these records, limitations on use, pros and cons of using these records, standards for mental health professionals regarding records, the effect of litigation on record keeping, the effects of record production/admission on therapeutic relationships, and alternatives to using these records.

Attorney Mager is a shareholder at O'Neil Cannon who focuses his practice on family law. Contact him at gregory.mager@wilaw.com or 414.291.4726 for your family law needs.

EMPLOYMENT LAWSCENE ALERT: ACCOMMODATING EMPLOYEES UNDER THE ADA — THE EFFORT DOESN'T HAVE TO BE PERFECT, IT JUST HAS TO BE MADE

The Americans with Disabilities Act requires employers to make reasonable accommodations for employees with disabilities. This process requires that employers and employees engage in an interactive process to discuss potential reasonable accommodations. The interactive process requires an informal dialogue between the employer and the employee in which the parties discuss reasonable accommodations for an employee's disabilities. A recent case out of the First Circuit shows that the process does not have to be perfect to be adequate and that both the employee and the employer have to engage in the interactive process in good faith.

In *EEOC v. Kohl's Department Stores, Inc.*, No. 14-1268, the employee suffered from Type I diabetes and claimed that her unpredictable work schedule as a sales associate was aggravating her condition and endangering her health. When the employee supported her request for accommodation with a doctor's note, her supervisor spoke with human resources. When the employee and the supervisor met, the employee requested a consistent schedule, which the supervisor said she could not give her. This was a valid decision by the employer as the accommodation given does not have to be the accommodation the employee specifically requests. Instead of proposing another accommodation or discussing the options, the employee got upset and quit. While the employee was leaving, the supervisor asked that she reconsider her resignation and asked to discuss other potential accommodations. The employee refused and left the premises. A week later, the supervisor again called the employee and requested that she come back to work and they could discuss accommodations. The employee did not accept this offer.

The interactive process requires bilateral cooperation and communication and, because the employee did not cooperate in the process and was responsible for the breakdown of communication, the court found that the employer could not be held liable for failure to provide a reasonable accommodation. The lesson for employers is that their efforts do not need to be perfect to fulfill their requirements under the Americans with Disabilities Act; employers simply need to engage in the interactive process in good faith, be willing to discuss potential accommodations with the employee, and, if appropriate, provide the employee with a reasonable accommodation, not necessarily the employee's preferred accommodation, that permits the employee to perform his or her job.

O'NEIL, CANNON, HOLLMAN, DEJONG AND LAING ELECTS VAN DE KAMP AS SHAREHOLDER

O'Neil, Cannon, Hollman, DeJong and Laing is pleased to announce that Timothy Van de Kamp was recently elected a shareholder of the firm. Mr. Van de Kamp has been with the firm since 2012 and is a member of the Corporate Practice Group. He focuses his practice in Real Estate and Construction Law and Banking and Creditors' Rights.

Mr. Van de Kamp is an active member of the community. He is a member of the Board of Directors for the Iota Court Preservation Association, the Real Estate Alliance for Charity, and NAIOP Commercial Real Estate Development Association.

Learn more about Mr. Van de Kamp by visiting his full profile.

TAX AND WEALTH ADVISOR ALERT: SUCCESSION PLANNINGTHE SIXTH SIN — "FAILURE TO COMMUNICATE"

Keen observers of human behavior know a couple of things to be true.

1. In the absence of information, people assume the worst
2. People flee uncertainty

My clients are smart, successful people that have built enviable businesses. Intuitively, they know these “truths.” But to their detriment, they forget them. Instead, if they actually do engage in strategic succession planning, they tend to keep the plan to themselves. Why? A common reason is to maintain familial peace; fearing a combative Christmas dinner “conversation” between involved and uninvolved children over the differences between fair and equal. Or maybe it is the fear of facing an uninvolved child to explain why he or she is not included in the succession plan (and is treated fairly, but maybe not equally in the estate plan). But I try to help my clients understand that giving into these fears is a selfish act. And I also remind my clients of the two truths laid out above. All of their children have normal, human reactions that lead them to (1) assume the absence of information and guidance from their parents is because there is only bad news, and (2) maybe flee the family business to avoid whatever that unknown bad news is.

What’s interesting is that after we communicate with the children, I get the benefit of asking them what they thought would happen. Inevitably, these “truths” play themselves out. The involved children assume Mom and Dad, being guided by the parental need to be equal, will put them in a position to be outvoted by their uninvolved (and typically, in their opinion, uninformed) siblings. Of course the uninvolved children tend to feel lingering guilt about shunning the family business and assume they will get nothing. When both sets of children learn that the plan is to have the business run by the right people and fairly get everybody what they want, there is almost always relief and happiness.

But the children are not the only people coming to problematic, often incorrect, conclusions in the absence of knowing the succession plan. Vendors, customers, suppliers, banks, and employees are also making assumptions. I have gotten a growing number of succession planning clients in the last two years not because the client has decided the time is right to engage in planning, but because banks and customers are requiring a copy of a written succession plan to continue to do business. Remember, the more critical the relationship, typically the more that person has at risk with the business owner’s failure to properly plan.

Powerful stakeholders will want to mitigate that risk by knowing what the owner’s plans are.

So if you are a business owner, what assumptions are people making about your plans?

EMPLOYMENT LAWSCENE ALERT: RELIGIOUS ACCOMMODATIONS AND YOUR WORKPLACE

Under Title VII of the Civil Rights Act of 1964, employers are required to accommodate employees’ religious beliefs. Two recent cases demonstrate the importance of recognizing when religious accommodations might be necessary.

In March 2014, the EEOC published guidance on religious garb and grooming in the workplace. The guidance states that an employee does not have to use “magic words” to request an accommodation and that a request for a religious accommodation may not even be necessary when the religious practice is “obvious.” Of course, the EEOC’s guidance is only guidance and does not have the force of law.

Whether notification to the employer and a specific request is necessary to succeed on a Title VII religious discrimination case will be decided by the United States Supreme Court in the coming year when it hears the case *EEOC v. Abercrombie and Fitch*. The case stems from a Muslim applicant who was not given a job at the retailer, allegedly because she wore a headscarf to her interview that conflicted with the store’s dress code, which prohibited headgear. The case was dismissed because the Tenth Circuit found that forcing employers to infer that an accommodation was necessary was too burdensome and that a request for accommodation from the employee is necessary before the employer is required to act on it. The Supreme Court will determine whether that is the correct standard for religious discrimination. Until a final decision is made, employers should be aware of the potential need for a religious accommodation even if the employee does not request it because the EEOC is likely to support employees who bring these kinds of claims.

Another recent example is the January 15, 2015 jury verdict out of a West Virginia federal court. In *EEOC v. CONSOL Energy, Inc. and Consolidated Coal Company*, the jury determined that the employer had violated Title VII by failing to accommodate a mine worker’s religious objection to using a biometric hand-scanning system that tracked employee time. The employee claimed that he had a sincerely-held religious belief that the hand-scanning system was connected to the “mark of the beast” and the Antichrist and retired instead of using the device. Although the employer offered to let the employee use his left hand with his palm up, the jury determined that it was not a reasonable accommodation.

Employers need to be aware of the need to discuss accommodations for sincerely-held religious beliefs with their employees and their applicants when those issues arise.

A FAMILY MATTER: PROTECTING AN ELDERLY PARENT WITH DEMENTIA FROM FINANCIAL ABUSE

As Baby Boomers continue to age, an increasing number of elderly Americans and their families are forced to deal with the devastating effects of dementia. According to the National Center on Elder Abuse, approximately 5.1 million Americans over the age of 65 suffer from some form of dementia. In addition, nearly half of all individuals over the age of 85, the fastest growing segment of our population, currently suffer from Alzheimer's disease or some other type of dementia. Many of these individuals do not have a will or a trust, nor have they executed power of attorney documentation. Conversely, many others have planned ahead, going to great lengths to ensure that "everything is taken care of" in advance for their families.

Today, advance planning commonly includes nominating an individual to be a Durable Power of Attorney. This approach allows one (assuming mental competency is intact) to choose the person who will manage his or her affairs and assets if that person is unable to do so adequately in the future. Appointing a Durable Power of Attorney in advance alleviates the need for the initiation of public proceedings to address the elder individual's mental capacity.

In many cases, it is common for one or more of an elderly parent's adult children to step in and help manage the parent's affairs, particularly when the elderly parent's spouse has passed. Oftentimes, due to the proximity of one child to the parent's residence, a strong relationship with the parent, or for a multitude of other possible reasons, one child ends up visiting with and assisting an elderly parent more than other children. That child might even live with the parent. In those cases, the elderly parent will frequently name this child as his or her Durable Power of Attorney.

Unfortunately, with vulnerability comes opportunity. Provided with suddenly unfettered access to significant funds from numerous accounts and sometimes very little oversight, there can be disputes between adult children about how an elderly parent's assets and financial affairs are being handled.

It goes without saying that every family with multiple siblings has unique dynamics that may change over time. It is not uncommon for siblings to grow apart over the years due to differences in lifestyles, ideologies, or personalities. On the other hand, sometimes, siblings become each other’s best friends, talking to each other nearly every day. These unique family dynamics can sometimes play a role in disputes over estate planning matters, especially after one parent has passed and the other parent is suffering from some infirmity associated with an advanced age.

These family dynamics sometimes manifest themselves into unfortunate scenarios. At its extreme, the most troubling situation is when there are allegations that one child is stealing from an elderly parent. This may lead to a problem that inheritance trial attorneys are all too familiar with — most or all of an elderly parent’s assets slowly dissipate, not necessarily on expenses associated with caring for the parent.

Imagine, for instance, that a doctor just recently diagnosed an elderly mother with Alzheimer’s disease. The husband, and father, passed away years earlier. The mother has $500,000 in assets at the time of her diagnosis. She has four children and drafted a will after her husband passed away indicating that it is her wish to leave one-fourth her estate to each of her children. At the same time, the mother has named one child (Child A) as her Durable Power of Attorney. After the Alzheimer’s diagnosis, two doctors sign a Statement of Incapacity, which results in Child A taking over all of the mother’s financial affairs. The mother passes away one year later, and in the estate proceedings, Children B, C, and D learn that each of them will receive $25,000 — far less than they had expected. Children B, C, and D concede that Child A legitimately spent $100,000 on their mother’s medical care and other living expenses. But where did the other $300,000 go? Some family members do not want to broach the subject because they find it to be an uncomfortable discussion. Nobody wants to wrongly accuse a family member of such an egregious act. Moreover, family members may feel they are being “greedy” if they initiate a legal proceeding involving property that, to that point, had never belonged to them.

There is more to consider, however. Parents often spend a lifetime working, saving, and investing in hopes of being able to provide loved ones with financial support after they pass. Is it fair to a parent’s legacy to walk away to avoid the confrontation? Ultimately, this is the very personal and difficult decision many adult children have to make.

There are several things one can do to try to protect against such situations:

- **Ask Questions**
  If you get the sense that somebody is taking advantage of an ailing parent, ask that person questions. Stay involved to the extent you can. If you believe there are unusual or suspicious circumstances surrounding an elderly parent, take note of them. One who might otherwise take advantage of an elderly parent might not do so if he or she knows that others are regularly checking on the status of the parent’s care and financial matters.

- **Talk to Your Parent**
  The effects of dementia are unquestionably devastating, but, to a point, an ailing parent may still have the capacity to sense when something is wrong. On occasion, talk with your elderly parent outside the presence of the caretaker or power of attorney. If your parent never answers the phone or somebody refuses to let you inside your parent's home, continue your efforts to initiate contact.

- **Look for the Signs of Improper Purchases**
  Not every purchase that a caretaker makes should cause immediate suspicion. But, if one who is appointed Durable Power of Attorney suddenly buys a new luxury car, takes an expensive vacation, or engages in other activity that is clearly out of the ordinary, you should inquire. Try to engage in honest and open conversations with all of your family members about these matters. If concerns remain, it may be time to consider other arrangements.

- **Inquire as to Whether the Durable Power of Attorney Documentation Includes Gifting Powers**
  If your parent signed a Durable Power of Attorney document, ask whether the document specifically grants the person appointed the Durable Power of Attorney the power to make gifts on their behalf. While a Durable Power of Attorney document can provide an individual with expansive power over the finances of the elderly parent, the more general language typically seen in these documents often will not provide the Durable Power of Attorney with the authority to make gifts to himself, herself, or to others. If an elderly parent wants to give the Durable Power of Attorney the authority to give gifts, this must be stated explicitly in the Power of Attorney document. Any person who is considering granting such expansive powers to a loved one needs to give such matters very careful consideration.

Unfortunately, elder financial abuse is all too real. This abuse can have devastating consequences both on the ailing parent and on their families. Be mindful of the potential problem. Naivety is not a sufficient excuse when it comes to caring for those who need our help the most. There are legal avenues you can take to try to protect the rights of your parents and your parents' beneficiaries.

If you have any questions, please contact Attorney Trevor Lippman at O'Neil Cannon at 414-276-5000.