

19 OCHDL LAWYERS SELECTED AS 2023 BEST LAWYERS®; ANOTHER 4 NAMED BEST LAWYERS: ONES TO WATCH

We are pleased to announce 19 of our lawyers have been included in the 2023 Edition of *The Best Lawyers in America*, and an additional four have been selected as 2023 *Best Lawyers: Ones to Watch*.

The following are the O'Neil, Cannon, Hollman, DeJong and Laing lawyers named to the 2023 lists:

Best Lawyers in America

- Douglas P. Dehler – Litigation – Insurance
- James G. DeJong – Corporate Law, Mergers and Acquisitions Law, and Securities / Capital Markets Law
- Seth E. Dizard – Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law and Litigation – Bankruptcy
- Peter J. Faust – Corporate Law and Mergers and Acquisitions Law
- John G. Gehringer – Commercial Litigation, Construction Law, Corporate Law, and Real Estate Law
- Joseph E. Gumina – Employment Law – Management and Litigation – Labor and Employment
- Dennis W. Hollman – Corporate Law and Trusts and Estates
- Grant C. Killoran – Commercial Litigation and Litigation – Health Care
- JB Koenings – Corporate Law
- Dean P. Laing – Commercial Litigation, Personal Injury Litigation – Plaintiffs, and Product Liability Litigation – Defendants
- Gregory W. Lyons – Commercial Litigation and Litigation – Insurance
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- John R. Schreiber – Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law and Litigation – Bankruptcy

- Jason R. Scoby – Corporate Law
- Steven J. Slawinski – Construction Law

Best Lawyers: Ones to Watch

- Trevor C. Lippman – Litigation – Trusts and Estates
- Erica N. Reib – Labor and Employment Law – Management and Litigation – Labor and Employment
- Kelly M. Spott – Trusts and Estates
- Christa D. Wittenberg – Commercial Litigation

About Best Lawyers

Best Lawyers has published their list for over three decades, earning the respect of the profession, the media, and the public as the most reliable, unbiased source of legal referrals.

Best Lawyers: Ones to Watch recognizes associates and other lawyers who are earlier in their careers for their outstanding professional excellence in private practice in the United States.

Lawyers on *The Best Lawyers in America* and *Best Lawyers: Ones to Watch* lists are divided by geographic region and practice areas. They are reviewed by their peers on the basis of professional expertise, and they undergo an authentication process to make sure they are in current practice and in good standing.

ATTORNEY JIM DEJONG FEATURED ON WISN AM 1130

Attorney [Jim DeJong](#) was recently featured on *Money Sense* presented by Ellenbecker Investment Group on WISN AM 1130. On the show, Jim provided an overview of the implications of the COVID-19 pandemic on the M&A market. He discussed what a business owner planning to sell a business should be doing now to prepare the business to attract qualified buyers and to obtain the best price. Jim also discussed the importance of business succession planning.

The recording can be accessed [here](#).

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20 OCHDL LAWYERS SELECTED AS 2021 BEST LAWYERS®; ANOTHER 5 NAMED BEST LAWYERS: ONES TO WATCH

We are pleased to announce 20 of our lawyers have been included in the 2021 Edition of *The Best Lawyers in America*, and an additional five have been selected as 2021 *Best Lawyers: Ones to Watch*.

The following are the O’Neil, Cannon, Hollman, DeJong and Laing lawyers named to the 2021 lists:

Best Lawyers in America

- Douglas P. Dehler - Litigation - Insurance
- James G. DeJong - Corporate Law, Mergers and Acquisitions Law, and Securities / Capital Markets Law
- Seth E. Dizard - Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law and Litigation - Bankruptcy
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- Chad J. Richter - Business Organizations (including LLCs and Partnerships) and Corporate Law
- John R. Schreiber - Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law and Litigation - Bankruptcy
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- Steven J. Slawinski - Construction Law

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Tune in to hear the show in its entirety on **Saturday, June 6th at 2:00 pm**.

The recording can be accessed [here](#).

EIGHTEEN OCHDL ATTORNEYS NAMED 2020 BEST LAWYERS IN AMERICA®

O'Neil Cannon is pleased to announce that eighteen lawyers have been named to the 2020 Edition of *Best Lawyers*, the oldest and most respected peer-review publication in the legal profession.

Best Lawyers has published their list for over three decades, earning the respect of the

profession, the media, and the public as the most reliable, unbiased source of legal referrals. Its first international list was published in 2006 and since then has grown to provide lists in over 75 countries.

“For more than a third of the century,” says CEO Steven Naifeh, “Best Lawyers has been the gold standard of excellence in the legal profession.” President Phil Greer adds, “We are extremely proud of that record and equally proud to acknowledge the accomplishments of these exceptional legal professionals.”

Lawyers on *The Best Lawyers in America* list are divided by geographic region and practice areas. They are reviewed by their peers on the basis of professional expertise, and undergo an authentication process to make sure they are in current practice and in good standing.

We would like to congratulate the following attorneys named to the 2020 *Best Lawyers in America* list:

- Douglas P. Dehler – Litigation – Insurance
- James G. DeJong – Corporate Law, Mergers and Acquisitions Law, Securities / Capital Markets Law
- Seth E. Dizard – Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law, Litigation Bankruptcy
- Peter J. Faust – Corporate Law, Mergers and Acquisitions Law
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JIM DEJONG AWARDED THE 2019 CARROLL UNIVERSITY DISTINGUISHED ALUMNUS AWARD

Shareholder and past firm president [Jim DeJong](#) is the 2019 recipient of the P.E. MacAllister Distinguished Alumnus Award for his service to Carroll University. Named after P.E. MacAllister, alumnus from the class of 1940 and member of the Carroll Board of Trustees for over fifty years, the P.E. MacAllister Distinguished Alumnus Award for service to Carroll recognizes individuals for their extraordinary commitment and service to their alma mater.

“Jim has demonstrated his passion for and commitment to Carroll in numerous ways. He has been an active alumnus, assisting with alumni programs and other aspects of the campus community as the parent of two Carroll graduates. His leadership stood out as a board member - chair of the institutional advancement committee, co-chair of Carroll’s largest comprehensive campaign and chair of the presidential search committee. Jim also served with distinction as chair of the board and is a most deserving recipient of this award, named for P.E. MacAllister. Jim follows in his footsteps, as he has generously given of his time, talent and treasure.” - Dr. Cindy Gnadinger, President of Carroll University.

Carroll University’s Distinguished Alumni Award is the highest honor bestowed by the University. The award is provided to Carroll graduates based on their professional achievements, contributions to society and support of the university. The recipients of this award are chosen based on their demonstrated quality of leadership, volunteerism, and professional excellence in their fields.

As an alumnus, Jim has served his alma mater in a variety of leadership capacities. He began his nine year tenure on Carroll’s Board of Trustees in 2008 and served as Board Chair for three years of his tenure. He was also a member of the President’s Advisory Council, Chair of the Board’s Institutional Advancement Committee, and Co-Chair of Campaign Carroll: The Common Thread.

Over the years, both Jim and his wife, Patty, have volunteered and appeared at multiple alumni and campus events, including regional gatherings throughout the U.S. Jim has served on several of his reunion committees throughout the years and delivered the commencement keynote address to Carroll’s Class of 2017.

Jim’s contributions to Carroll College are greatly valued, as expressed in an article published by the University on its website:

“Jim’s ongoing encouragement of alumni and friends to start and/or continue their

engagement with Carroll is very beneficial and helps keep Carroll a very special place.”

Read the full honor here.

TERMS AND CONDITIONS: HOW SELLERS CAN AVOID GETTING INJURED IN A “BATTLE OF THE FORMS”

In an ideal world, parties involved in the sale and purchase of goods would have a signed contract to establish the terms and conditions of the sale. A well-drafted, signed contract confirms the parties’ intentions to create a contract and clearly articulates its material terms in a single document. If a dispute arises, the parties can refer to that contract to determine each side’s rights and obligations.

More often than not, though, companies conduct business via purchase orders and acknowledgments without ever signing a separate contract. In such cases, how do you determine the governing terms of the agreement or whether a contract has actually been formed?

This article answers these critical questions by providing an overview of contract formation and discussing the rules and laws that govern contracts when disputes occur. Particular attention is focused on the “Battle of the Forms,” which arises when there is no signed contract between buyers and sellers and each party refers to their own standard terms and conditions. Although this battle puts sellers at a distinct disadvantage, there are steps that sellers can take to protect themselves if such a battle arises.

Contract Formation Overview

Common law and the Uniform Commercial Code (the “UCC”) are the two bodies of law that govern the creation, performance, and enforcement of contracts. Common law applies to contracts relating to services, real estate, insurance, and intangible assets, while the UCC covers contracts for the purchase and sale of goods. If a contract contains both goods and services, then whichever transaction is dominant dictates the applicable body of law.

Under both bodies of law, a contract is created by an offer and its acceptance (plus consideration, but that’s not of issue here). However, the laws diverge when it comes to defining the actions that constitute “acceptance.”

Let’s take a look at these differences.

Acceptance: Common Law

Under the common law, a contract is valid only if the offer and acceptance mirror each other. In other words, when a party accepts an offer it must be on the exact same terms as the original offer. If the terms differ, a rejection, not an acceptance, has occurred and no contract is formed. This is called the “mirror image rule.”

If a party accepts an offer but attaches different terms to the offer, common law views the acceptance as a counter-offer instead. The original offeror may then accept the counter-offer or make a counter-offer of its own. If this back-and-forth continues on the terms, but the goods are eventually sent, then the terms contained in the last document apply. This is known as the “last shot rule.” Obviously, this rule gives an enormous advantage to whomever sends the last document.

Acceptance: The UCC

The UCC modifies both the mirror image rule and the last shot rule. Under Section 2-207 of the UCC, a binding contract may arise even if an offeree’s acceptance makes changes to the terms of the original offer, excluding a few specific situations. In addition, to avoid the last shot rule, Section 2-207 has special rules that dictate how the law handles conflicting terms and conditions. To best understand how Section 2-207 works, let’s examine its application in the formation of different sales contracts.

Signed Contract

Section 2-207 does not apply to signed contracts. Accordingly, a written and signed contract setting forth the agreed upon terms and conditions is the best scenario for both sellers and buyers. While there may be a dispute regarding interpretation of the contractual language, Section 2-207 would not come into play in this scenario. Section 2-207 thus does not apply to signed contracts.

Contract by Exchange of Forms: Battle of the Forms

When a seller and buyer create a contract through an exchange of forms, a Battle of the Forms is inevitable. A contract by exchange of forms usually occurs as follows: A buyer and seller negotiate and agree on main points such as price, quantity, quality and time for delivery. The buyer then submits a purchase order with pro-buyer boilerplate terms and conditions. The seller responds with an acknowledgement containing equally strong pro-seller terms and conditions. Following the exchange, performance occurs and the seller ships the goods and the buyer accepts them.

If a dispute arises, one party may argue that there was no agreement on certain terms

because such terms were additional terms prohibited by the UCC. Under Section 2-207, if an acceptance or confirmation includes additional terms, those extra terms will become part of the contract unless:

- the offer expressly limits acceptance to the terms of the offer;
- the additional terms materially alter the offer; or
- notification of objection has been given or is given within a reasonable time after the additional terms are received.

Conflicts often arise over whether an additional term is a material alteration such as:

- Changes to price, quantity, delivery;
- Warranty disclaimers;
- Limitations on liability;
- Limitation on time for bringing claims;
- Choice of law or forum provisions; or
- Attorneys' fees provisions.

Sellers are in a precarious position in a Battle of the Forms. Most of the protections a seller would include in its acknowledgement to a buyer would be considered material alternations. As a result, those protections would not become a part of the contract between seller and buyer.

Contract by Conduct

Now, let's imagine that there's been a Battle of the Forms with material alterations included in the acknowledgment, but the buyer and seller have performed despite the differences. A subsequent dispute arises over the terms. How does the UCC determine the applicable terms?

Section 2-207 dictates that terms in both forms that do not clash become part of the contract. The remaining terms, however, are supplied by the UCC. These are called "gap fillers" and are very buyer friendly. They include:

- Implied warranties of merchantability and fitness;
- No limitation on seller's liability;
- Consequential damages;
- Four-year statute of limitations;
- Payment due on delivery;
- Insurance risk remains with the seller until delivery of goods; and
- Additional buyer and seller remedies.

Advice for Sellers

As previously stated, it's best to always operate with a signed agreement. Unless you have a

signed contract, you will likely be dealing with the Battle of the Forms. Given the pro-buyer nature of the UCC, sellers are at a distinct disadvantage in this battle, even with well-drafted terms and conditions. If UCC gap fillers are used, the seller is subject to much additional risk.

So what's a seller to do?

- Never assume that your terms and conditions will automatically be applied.
- Never sign a buyer's form unless key issues have been addressed and resolved.
- Reference and attach your terms and conditions early, often and every single time there's an exchange.
- Attempt to have the buyer accept and sign the seller's terms and conditions.
- Carefully review the terms and conditions in the buyer's forms and respond with express objections prior to commencing performance.
- Get the buyer to modify its standard terms and conditions to include the seller's key protections.
- Always include certain non-negotiable terms in your terms and conditions.
- Attempt to negotiate a master contract with the buyer that lays out all of the applicable and acceptable terms and conditions for contractual dealings with one another moving forward.

Also note that certain protections in a seller's terms and conditions should be considered to be non-negotiable, including:

- Payment provisions;
- Disclaimer of implied warranties;
- Limitations of buyer's remedies to repair or replace at seller's option;
- Limitation on seller's liability;
- Limitation on period to bring claims;
- Protections of seller's intellectual property;
- Disclaimer of consequential damages; and
- Specifying what law applies and what courts have jurisdiction.

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- Robert R. Gagan – Municipal Law
- John G. Gehringer – Real Estate Law, Construction Law, Commercial Litigation, Corporate Law
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- Gregory S Mager – Family Law
- Patrick G. McBride – Commercial Litigation
- Thomas A. Merkle – Family Law
- Chad J. Richter – Business Organizations (including LLCs and Partnerships)
- Steven J. Slawinski – Construction Law
- John Schreiber – Bankruptcy and Creditor Debtor Rights/Insolvency and Reorganization Law, Litigation – Bankruptcy

Additionally, Attorney Dean P. Laing has been named the 2019 Milwaukee Lawyer of the Year in Product Liability Litigation-Defendants.

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BEST LAWYERS® HONORS 18 ATTORNEYS IN 2018

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