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About Kane Kessler...

Kane Kessler is a midsize law firm located in Midtown Manhattan, serving clients throughout the United States and globally. Kane Kessler has been in the business of providing exceptional legal services to its clients for over 80 years, with experienced and specialized lawyers practicing in many areas of the law. At Kane Kessler, we take pride in delivering personal attention to each and every client and in our ability to offer a wide range of experience and knowledge in many legal specialties to help your business grow and prosper.

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For more information about the Firm, please visit our website at www.kanekessler.com or call us at (212) 541-6222.

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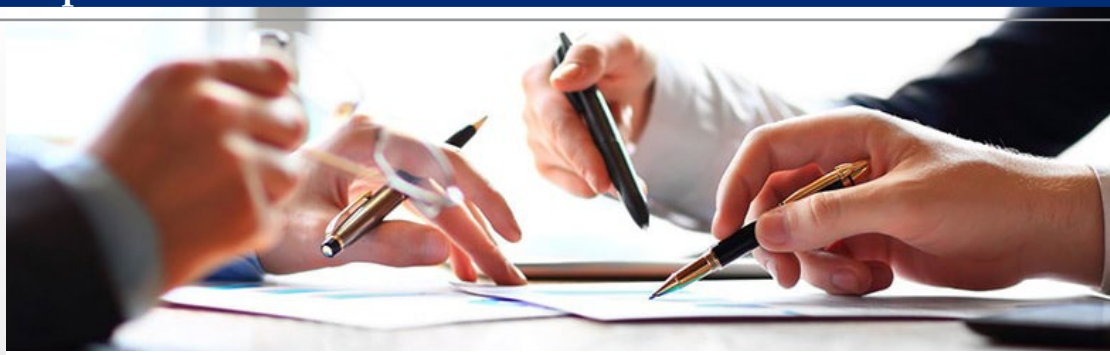

AVOIDING THE NEW YORK COURTHOUSE THROUGH ARBITRATION MAY NOT BE SO EASY

Whether it's an employment agreement, a partnership agreement or a non-disclosure agreement between the President of the United States and an adult film actress, parties frequently turn to arbitration as a cheaper, faster and more confidential way to resolve business disputes. But in New York, parties seeking to avoid the courthouse steps may be in for a rude awakening when it comes to certain preliminary matters. While courts routinely enforce contractual arbitration provisions, especially when the contract is subject to the Federal Arbitration Act (FAA), the authority to decide certain conditions precedent to arbitration may lie with the court rather than the arbitrator.

The Federal Arbitration Act

The FAA embodies Congress' intent that contractual arbitration provisions be enforced by the courts. The FAA provides that:

> A written provision in any maritime transaction or a contract evidencing a transaction *involving commerce* to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract. (9 U.S.C.A. § 2) (emphasis added).

The United States Supreme Court has explained that the "basic purpose of the [FAA] is to overcome courts' refusals to enforce agreements to arbitrate." *Allied-Bruce Terminix Cos., Inc. v. Dobson*, 115 S. Ct. 834, 838 (1995) (citation omitted). The Supreme Court has liberally construed the term "involving commerce" as the "functional equivalent" of "affecting" commerce, which language "signals Congress'

continues on page 2

intent to exercise its Commerce Clause powers to the full." *Id.* at 839 (citation omitted). Accordingly, the Supreme Court has held that the FAA "encompasses a wider range of transactions than those actually 'in commerce' – that is, within the flow of interstate commerce." *Citizens Bank v. Alafabco, Inc.*, 123 S. Ct. 2037, 2040 (2003) (quotation and citation omitted). Indeed, the FAA applies even where there is no "specific effect upon interstate commerce if in the aggregate the economic activity in question would represent a general practice ... subject to federal control." *Id.* (quotation and citation omitted).

When Does the Arbitrator Decide Conditions Precedent to Arbitration?

Even if the FAA applies, New York courts may retain jurisdiction to decide certain issues. Under the FAA, "the presumption is that the arbitrator should decide allegations of waiver, delay or a like defense to arbitrability." *In re. Diamond Waterproofing Sys., Inc. v. 55 Liberty Owners Corp.*, 4 N.Y.3d 247, 252 (2005) (quotation, citation and alterations omitted). However, parties to an agreement that is subject to the FAA may elect to have the court rather than the arbitrator decide such issues by including a choice of law provision "providing that New York law will govern the agreement and its *enforcement*." *Diamond Waterproofing*, 4 N.Y.3d at 253 (emphasis added) (citation omitted).

Including this "enforcement" language is critical. In the absence of "critical language concerning enforcement" of the contract, the arbitrator decides all preliminary issues related to arbitration, including waiver and statute of limitations defenses. *Diamond Waterproofing*, 4 N.Y.3d at 253.

While the magic word "enforcement" need not be used in a choice of law provision, there must be "critical language" that clearly expresses an intent to have the court rather than the arbitrator decide conditions precedent to arbitration. *See In re. ROM Reins. Mgmt. Co., Inc. v. Cont'l Ins. Co., Inc.*, 115 A.D.3d 480 (1st Dep't 2014).

Recent case law suggests that the court decides issues of waiver of the right to arbitrate by litigation conduct regardless of the language in a New York choice of law provision.

What About Waiver by Litigation Conduct?

To make matters more complicated, recent case law suggests that the court decides issues of waiver of the right to arbitrate by litigation conduct regardless of the language in a New York choice of law provision. In *Cusimano v. Schnurr*, the Court of Appeals held that the FAA applied to the agreements at issue and proceeded to decide whether the plaintiffs waived their right to arbitrate through their litigation conduct. 26 N.Y.3d 391 (2015). In so doing, the Court of Appeals noted:

> Despite our previous statement, in dicta, that waiver is generally one of the issues that should be decided by the arbitrator, courts have held that whether a party has waived arbitration by litigation-related conduct is an issue for the courts.

Does this mean that courts decide issues of waiver by litigation conduct even if the choice of law provision does not provide for New York law to govern enforcement of the agreement? Maybe. Although the choice of law provisions in *Cusimano* did not contain the requisite enforcement language, the Court of Appeals never reached this issue because it was never raised before the motion court and thus was "unpreserved for appellate review." *Cusimano v. Schnurr*, 120 A.D.3d 142, 147 n. 6 (1st Dep't 2014). Moreover, the precedential value of the Court of Appeals' statement in a footnote that "*courts have held* that whether a party has waived arbitration by litigation-related conduct is an issue for the courts" remains to be seen.

Conclusion

Parties wishing to arbitrate should draft their choice of law provisions carefully to ensure that they clearly reflect their intent to have either the court or the arbitrator decide certain conditions precedent to arbitration. However, even where a contract evinces a clear intent to have the arbitrator decide *all* issues, the court may nevertheless retain authority to decide whether a party waived its right to arbitrate through its litigation conduct.

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A version of this article originally appeared in the June 11, 2018 issue of the New York Law Journal, which can be found at: https://www.law.com/newyorklawjournal/2018/06/11/avoiding-the-new-york-courthouse-through-arbitration-may-not-be-so-easy/

COOPERATIVE HOUSING CORPORATION AND CONDOMINIUM BOARDS

TRANSPARENCY MATTERS WITH POTENTIAL CONFLICTS OF INTEREST

On January 1, 2018, significant amendments to the conflict of interest provisions of the New York Business Corporation Law (BCL) and the New York Not-For-Profit Corporation Law (NPCL) went into effect. As a result of the amendments, cooperative housing corporations and condominiums incorporated pursuant to the BCL or NPCL are required to provide each director with a copy of the provision governing the director's disclosure obligations. The amendments also provide specific guidelines regarding annual reports for disclosure of conflicts of interest.

While the topic of conflicts of interest arising from directors and interested or related party transactions is certainly not new, the amendments refine certain provisions of the current laws to reduce some of the ambiguity related to disclosure obligations. Specifically, a new Section 727 was added to the BCL, which provides in relevant part that every condominium or cooperative housing corporation formed under the chapter shall, at least once each year:

- require that each director receive a copy of Section 713 of the chapter and
- submit an annual report to the shareholders, which report shall be signed by each director.

As a result of the amendments, cooperative housing corporations and condominiums incorporated pursuant to the BCL or NPCL are required to provide each director with a copy of the provision governing the director's disclosure obligations.

Similarly, a new Section 519-a was added to the NPCL, which provides in relevant part that every condominium or cooperative housing corporation formed under the chapter shall, at least once each year:

- require that each director receive a copy of Section 715 of the chapter and
- provide an annual report to the members or the governing board if there are no members, which report shall be signed by each director.

The new provisions ensure that directors are on notice of the disclosure requirements, and the annual reporting requirement appears to have been added to create uniformity and transparency for shareholders and members (or the governing board if there are no members).

It is also important to note that under the BCL and the NPCL, each director will now have affirmative annual disclosure obligations for interested and related party transactions. For periods with activities triggering the disclosure requirements, an annual report must be given to the shareholders, members or governing board, as the case may be. The report must include, at a minimum:

- a list of all such contracts voted on by the board of directors, including information on the contract recipient, contract amount and the purpose of entering into such contract;
- the record of each meeting, including director attendance, voting records for such contracts and how each director voted on such contracts; and
- the date of each vote on each such contract, and the date the contract would be valid (and remain valid).

For periods during which no activities trigger disclosure, in lieu of an annual report, each director must sign a statement to submit to the shareholders, members or governing board indicating that "[n]o actions taken by the board were subject to the annual report required" pursuant to Section 727 of the BCL or Section 519-a of the NPCL, as the case may be.

While entities formed under other laws, such as the New York Real Property Law, may not be subject to the provisions of the BCL and the NPCL, it may be prudent to revisit current procedures for director disclosures for interested and related party transactions.

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Potential Pitfalls for Employees and (*Surprise!*) Employers as Supreme Court Limits Whistleblower Protection Under Dodd-Frank

Fired for reporting to senior management your company's violation of federal securities laws, but did not bother to tell the Securities Exchange Commission (the "SEC") first? Too bad – you are not a protected whistleblower!

Paul Somers, a former executive of Digital Realty Trust, claimed that the company terminated him after he had complained to senior management about an executive who had eliminated certain internal company controls in violation of applicable securities laws. While Somers had reported the alleged violations to management, he did not report them to the SEC before being terminated. In his lawsuit against Digital Realty, the district court denied the company's motion to dismiss the complaint, and the Ninth Circuit upheld the decision on the grounds that the anti-retaliation provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") protected "unambiguously and expressly" internal whistleblowers – that is, those who have not reported the alleged misconduct to the SEC – as well as those reporting to the SEC. While the Ninth Circuit noted that Dodd-Frank defines a protected whistleblower as "any individual who provides information relating to a violation of the securities laws to the [Securities Exchange] Commission," it also noted that Dodd-Frank prohibits retaliating against whistleblowers who make "disclosures that are required or protected under" a range of other federal laws, including the Sarbanes-Oxley Act of 2002. Since Sarbanes-Oxley also protects against retaliation for internal whistleblowing and for reports to other federal agencies (beyond the SEC), the Ninth Circuit held that Dodd-Frank whistleblower protections apply to internal whistleblowers who make those reports as well. The Ninth Circuit's decision was in conflict with a Fifth Circuit panel that said only those who report to the SEC are protected under the provision.

In February 2018, the United States Supreme Court, in a 9-0 decision, *Digital Realty Trust, Inc. v. Somers*, reversed the Ninth Circuit's decision and held that the anti-retaliation provision of Dodd-Frank does not protect an individual who has not reported a violation of the securities laws to the SEC. Justice Ginsburg, writing for the Supreme Court, noted that the core objective of the Dodd-Frank whistleblower program is "to motivate people who know of securities law violations to *tell the SEC*." The Court saw this objective reflected in the statute's definition of "whistleblower," which is limited to "any individual who provides ... information relating to a violation of the securities laws to the Commission." The Court held that definition to be dispositive, further noting that this was consistent with Dodd-Frank's purpose "to prompt reporting to the SEC."

Although this decision was a win for Digital Realty Trust and appears to be a more general victory for employers by limiting the class of "whistleblowers" who can claim the protection of the whistleblower-protection provisions of Dodd-Frank, beware of some unexpected (and unwanted) consequences for employers. The Court's ruling may actually undercut a company's own internal compliance procedures and incentivize employees to report purported violations directly to the SEC rather than reporting violations of federal securities laws to the company's management pursuant to the company's internal procedures.

The Court's ruling may actually undercut a company's own internal compliance procedures and incentivize employees to report purported violations directly to the SEC rather than reporting violations of federal securities laws to the company's management pursuant to the company's internal procedures.

Employers have an interest in handling compliance matters internally, and many have spent a lot of time and money on developing compliance programs, including reporting purported securities laws violations. However, employees now risk retaliation without protection if they utilize those procedures without reporting such violations to the SEC as well. Furthermore, reporting to the SEC opens the possibility of a financial award for the whistleblower. Under Section 922 of Dodd-Frank, a whistleblower may receive an award of between 10 to 30 percent of the monetary sanction in an enforcement action that results in a monetary recovery in excess of $1 million. So, in light of the *Digital Realty Trust* decision, all incentives seem to be aligned in favor of an employee reporting directly to the SEC. This may be a case of "Be careful what you wish for!"

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SEXUAL HARASSMENT

The Most Visible Employment Issue in Corporate America

Both the New York State Legislature and the New York City Council recently adopted new legislation targeting sex discrimination and sexual harassment in the workplace. Many other states and localities are pushing forward with a reform agenda that generally expands employee protections and available remedies for unlawful harassment. Employers with New York operations should become fluent in the new requirements and prepare for increased government oversight of their harassment prevention policies and training programs.

In addition, the federal government has recently taken proactive steps in direct response to the #MeToo movement to curb large, confidential settlements of such lawsuits. The Tax Cuts and Jobs Act, recently signed by President Trump, contains a provision which eliminates the ability of businesses and defendants to deduct the costs associated with settlements of sexual harassment claims that are subject to nondisclosure agreements, including legal fees.

Preventative efforts and leadership "buy in" are clearly an employer's best weapons to eliminate sexual harassment in the workplace. So what proactive steps should employers take now?

1. Review your existing anti-harassment policy. Does it provide that employees must abide by the policy during work hours as well as after hours and outside the workplace, including on social media? Does it provide guidance for handling complaints about off-duty sexual conduct or conduct that took place years ago? Does the policy truly encourage employees to come forward without fear of reprisal for good faith reporting? Does it comply with state and local law?

2. Have new hires sign a statement acknowledging and agreeing to abide by the anti-harassment policy. Consider having executives, supervisors and managers sign a statement upon hire affirming they have not been previously disciplined or terminated for engaging in employment discrimination or unlawful harassment, including but not limited to sexual harassment.

3. Be diligent in scheduling training for all employees, at all levels in your company. Keep records of all training in personnel files. New managers and supervisors should be trained within the first six months of hire. Training should be conducted for all employees at least every two years. Be familiar with state and local laws and requirements related to anti-harassment training as well as all required workplace postings and notices.

4. Schedule and spend time on leadership "buy-in." Conduct manager and supervisor meetings and "refresher" training so leaders know what is expected of them and the employees who report to them. Educate leaders regarding how best to proactively promote a workplace culture free from harassment.

5. Set up a flexible reporting structure that encourages employees to report harassment they either experience or witness.

6. A prompt and thorough investigation is critical. All good faith claims, including those involving harassment from many years ago, should be investigated. Even if a reported claim is time-barred under employment laws, a thorough investigation will potentially uncover additional misconduct and prevent an ongoing pattern of harassment. Document each step of the investigation. Gather and preserve all evidence, including video and audio recordings, texts, voicemails, photographs and social media posts. Finally, take appropriate and swift corrective action.

One final step is to **review the checklists created by the EEOC** to combat harassment in the workplace. The EEOC created a task force of experts to study harassment in the workplace. The task force issued a report suggesting employers evaluate risk factors within their workplaces and created checklists, which are available online: https://www.eeoc.gov/eeoc/task_force/harassment/report.cfm.

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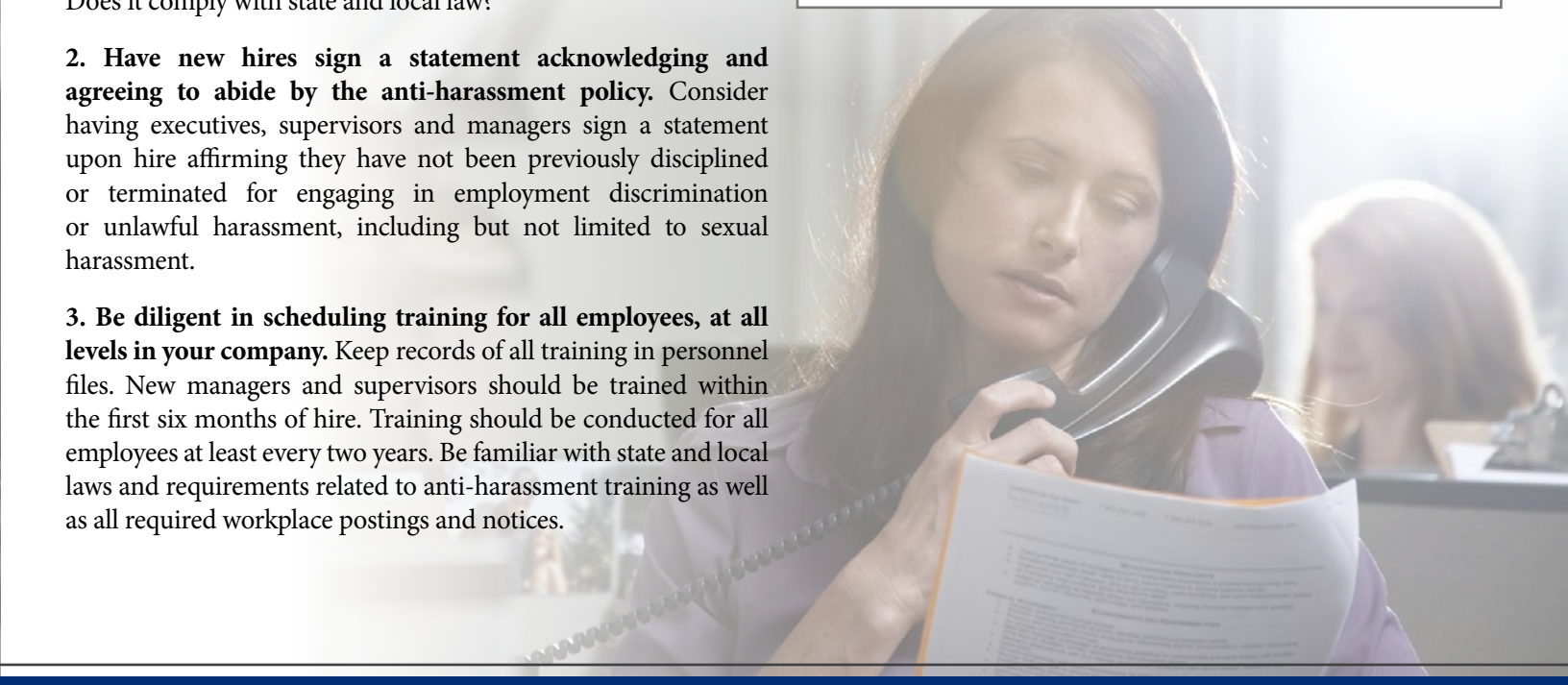


THE AMAZONIFICATION OF RETAIL

LEGAL ISSUES IN DEALING WITH AMAZON AND OTHER ONLINE PLATFORMS

Online retail is here to stay, and Amazon sits atop the heap of online retailers. Big and small brands alike must be present on Amazon to maximize sales and stay relevant. However, Amazon and other online platforms also create opportunities for counterfeiters and other intellectual property infringers, leading to challenging and often frustrating and time-consuming problems for legitimate brand owners. The following outlines a few brand protection mechanisms for brand owners to consider.

USING AMAZON'S BRAND REGISTRY

The Amazon Brand Registry is a relatively new tool that brand owners can use to protect their registered trademarks on Amazon. This process affords added protection to brand owners who pre-enroll their registered trademarks. For instance, enrolling in Brand Registry enables the Amazon predictive automation system, which employs predictive algorithms to automatically detect counterfeit listings based on a Brand Registry registrant's previous reports of intellectual property rights violations. Also, Brand Registry registrants have access to Amazon's proactive search tools, which allows the registrant to search Amazon for counterfeits using keywords, trademarks, ASINs, and even images of the registrant's products. Because the Brand Registry is available only for registered trademarks, brand owners who are selling or intend to sell on Amazon are well-advised to ensure that their marks have been registered with the United States Patent and Trademark Office and that trademark applications for any important unregistered marks are filed. This program is still in its early stages, but is an effort on Amazon's part to protect legitimate sellers as well as consumers from counterfeit goods.

LODGING TAKEDOWN NOTICES

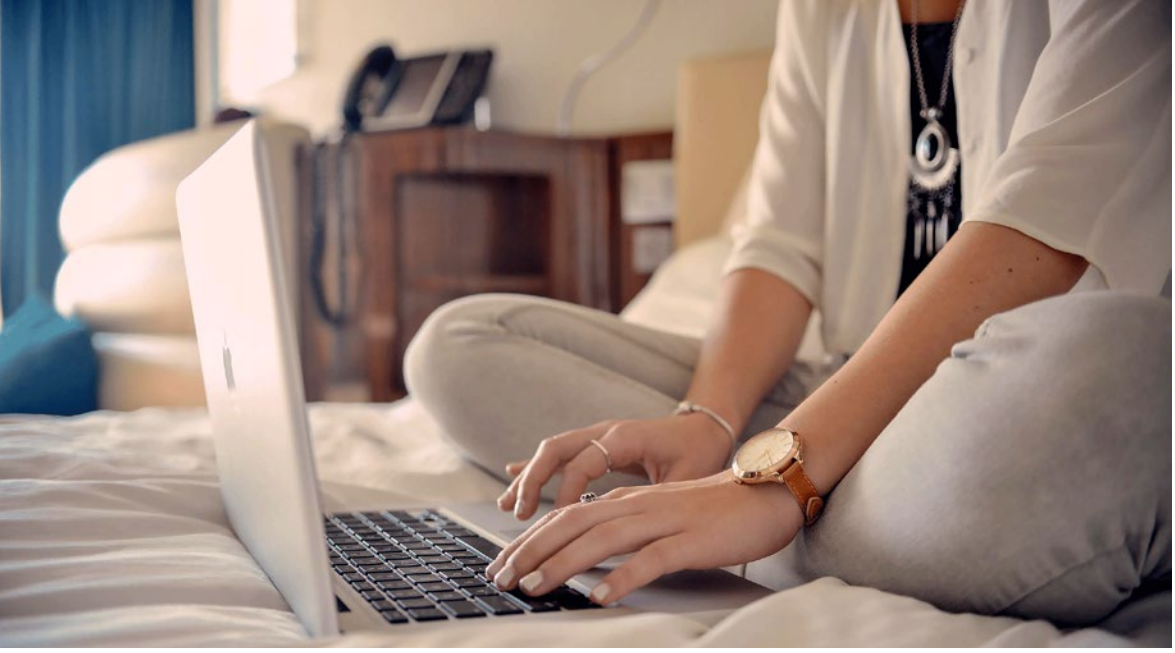
Online platforms such as Amazon have intricate takedown procedures intended to allow brand owners or their legal representatives to notify the platform of infringing products and have such products removed from the marketplace. On Amazon, such notices must identify the specific intellectual property right being asserted and the URL or ASIN of the infringing content, among other information. While many brand owners who know how to navigate the system find success with this method, such takedown procedures are not always as effective or user-friendly as one would hope. And while registration of intellectual property is not technically required by Amazon in order to assert a claim of intellectual property infringement, we have found that not being able to provide Amazon with a registration number for a trademark or copyright can present a roadblock during this process. So, as with the Brand Registry, trademark and copyright registration is strongly encouraged.

Brand owners may find that their takedown submissions for unregistered intellectual property are met with an automated form email from the platform, erroneously claiming that the takedown

notice was incomplete and therefore cannot be processed. Although common law trademarks and copyrights are technically enforceable without registration, in our experience, this situation is likely to arise when the intellectual property rights being asserted are not registered. If a brand owner is running into these types of roadblocks, the best workaround option may be to have legal counsel write directly to the platform's legal department, notifying them of the takedown procedure deficiency and initiating a direct dialogue regarding the infringement problem. We have had success in such instances by directly engaging with the in-house counsel of online platforms.

GRAY MARKET CHALLENGES

"Gray market" or parallel import products are genuine products originating from the brand that are being re-sold outside a brand's authorized distribution channels. Under United States trademark laws and specifically the "first sale" doctrine, such gray market sales are not per se illegal, and brand owners have limited rights to prohibit the sale of gray market products. Nonetheless, strategies do exist. For instance, with respect to online platforms, brand owners should assess whether the unauthorized sellers are stepping over the line of permissible conduct, such as if unauthorized sellers are using the stylized logos of the brand owners or otherwise using the brands in a way that confuses consumers into thinking the



sellers are authorized sellers. Moreover, brand owners should investigate whether their copyright-protected images are being used in connection with the gray market sales; if so, copyright claims to the photographs should be asserted. And the Brand Registry sometimes provides a first line of defense against gray market sales, as Amazon seems to remove unauthorized products first and ask questions later.

RECORDING YOUR REGISTERED IP WITH U.S. CUSTOMS

The above strategies for enforcing intellectual property rights on online platforms are often successful, but not guaranteed, in combating counterfeiters. Insofar as many counterfeit goods appearing on such platforms originate from foreign (rather than U.S.) suppliers, another way for brand owners to prevent the sale of counterfeit goods is to record their registered trademark and/or registered copyright with U.S. Customs and Boarder Protection (CBP). This method is a highly effective and relatively cost-efficient tool for combating the importation of counterfeits. The act of recording one's registered intellectual property with CBP (which has the power to seize and destroy imported counterfeit products) increases the likelihood that CBP will recognize and stop such products at the port of entry. The recordation application requires the brand owner to identify all authorized licensees and importers of the relevant goods, which decreases the risk of CBP inadvertently detaining legitimate goods.

FINDING YOURSELF ON THE OTHER SIDE

Sometimes even legitimate brand owners get caught in the Amazon enforcement process when third party intellectual property rights holders accuse (sometimes wrongly) the brand of infringement. When this happens, legitimate products listings are often removed without cause. Sometimes, Amazon has been known to exercise self-help in withholding payments (even for unrelated product sales). Amazon's mandatory arbitration, choice of venue and other dispute resolution mechanisms come squarely into play in these circumstances, so sellers on Amazon need to understand the provisions in their vendor agreements relating to dispute resolution.

Kane Kessler's Intellectual Property practice group has extensive experience in assisting brand owners in implementing effective brand protection plans and combating the challenges of today's e-commerce market.

Adam Cohen is a Partner and **Linda Dougherty** is an Associate in the Firm's Intellectual Property practice group. Adam can be reached at (212) 519-5146 or acohen@kanekessler.com. Linda can be reached at (212) 519-5144 or ldougherty@kanekessler.com.

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FIRM NEWS

ACHIEVEMENTS

The Firm was officially appointed **General Counsel of the Hotel Association of New York City, Inc.,** in May 2018. **Steven Cohen**, partner in the Firm's **Corporate and Securities practice group**, will be principally responsible for general counsel matters. **David Rothfeld**, chair of the Firm's **Labor and Employment practice group**, will remain in charge of the account and continue to lead the Firm's representation of the Hotel Association as labor relations counsel. The Hotel Association of New York City is a trade association comprised of 275 hotels in New York City.

On July 1, 2018, **Michael Zimmerman**, chair of the Firm's **Trusts, Estates and Taxation practice group**, was reappointed Associate Judge of the Village of Kings Point, New York.

On April 10, 2018, the Firm's **Litigation practice group** won summary judgment dismissing claims for fraudulent inducement, aiding and abetting fraud, breach of fiduciary duty, breach of the trust fund doctrine, and violation of the Debtor and Creditor Law seeking to hold an officer personally liable for the corporate publisher's printing debt in an amount in excess of $639,000. The Court also rejected the plaintiff's effort to pierce the corporate veil to hold the individual defendant personally liable. The attorneys on the matter were **Jeffrey Daichman** and **Gerard Schiano-Strain**.

The Firm's **Corporate and Securities practice group** represented a global public company in its successful completion of an asset-based senior secured credit facility, providing for a $75 million revolving credit line with JPMorgan Chase Bank and an uncommitted accordion feature providing an additional $75 million.

The Firm's **Corporate and Securities practice group** represented a NASDAQ-listed company that is focused on the outdoor and consumer industries in connection with its modified Dutch auction tender offer for the repurchase of shares of its common stock as part of an approved $30 million stock buyback program.

The Firm's **Corporate and Securities practice group** represented a company in the law enforcement and safety products industry in connection with the sale of a subsidiary involved in manufacture, sale and distribution of body-worn cameras and related data storage to a publicly traded company for a combination of cash and stock. The Firm's Corporate and Securities group also represented the seller in its negotiations with the lenders in releasing the collateral securing the loans to the seller and consenting to the sale of the subsidiary.

The Firm's **Corporate and Securities practice group** represented a global public company in its successful $79 million purchase of the securities of an American manufacturer of a wide range of bullets that are used for precision target shooting, hunting and defense purposes.

The Firm's **Corporate and Securities practice group** represented a NYSE global Fortune 500 company in the successful acquisition of a private company in the home and network security Wi-Fi solution space.

The Firm's **Corporate and Securities practice group** represented a NYSE global company in the successful completion of a $750 million private offering of senior notes contemporaneously with a debt tender offer for $500 million of previously existing senior notes.

The Firm's **Corporate and Securities practice group** represented a NYSE global company in the successful completion of an incremental amendment to its secured senior credit facility, providing for a $1.2 billion and €650 million increase in term loans.

The Firm's **Real Estate practice group** represented a client in the renewal of its lease for approximately 15,000 square feet of office space, which involved a relocation of the tenant to another floor, with a build-out provided by the landlord.

The Firm's **Real Estate practice group** represented a client in the sale of a $14 million Gramercy Park townhouse.

The Firm's **Real Estate practice group** represented a partnership in its $20.95 million refinance of a 352-unit apartment complex in upstate New York.

SPEAKING ENGAGEMENTS & PUBLICATIONS

Adam Cohen, partner and chair of the Firm's **Intellectual Property practice group**, moderated the Lawyers on the Clock panel at the annual Association of Independent Commercial Producers Business Affairs Boot Camp on June 14, 2018.

Jennifer Schmalz, an attorney in the Firm's **Labor and Employment practice group**, participated in a panel titled "Understanding Risk: A Deep Dive into Employment Issues and Intellectual Property" at the annual Association of Independent Commercial Producers Business Affairs Boot Camp on June 14, 2018.

Jonathan M. Sabin, an attorney in the Firm's **Litigation practice group**, published an article titled "Avoiding the New York Courthouse Through Arbitration May Not Be So Easy," in the June 11, 2018, issue of the New York Law Journal.

David Rothfeld, chair of the Firm's **Labor and Employment practice group**, was a featured speaker at the National HR Hospitality Conference and Expo in Las Vegas, Nevada, on March 5-7, 2018. David discussed recent developments with the National Labor Relations Board. David was also a featured speaker at the Labor Relations Roundtable on February 15-16, 2018, sponsored by the Cornell Institute for Hospitality Labor and Employment Relations.

JOINED THE FIRM

Rodion Lerman joined the Firm as an associate in its **Corporate and Securities practice group**. Rodion has experience with corporate and securities matters, equity and debt transactions, public securities offerings, initial public offerings and other general corporate matters. Rodion received his J.D. in 2016 from the Northwestern University Pritzker School of Law. Prior to joining Kane Kessler, Rodion was a Law Clerk at Linklaters LLP in London.

Joseph Tangredi joined the Firm as an associate in its **Labor and Employment practice group**. Joseph has experience representing management in traditional labor relations, employment discrimination actions, and wage and hour litigation. Joseph received his J.D. from Fordham University School of Law. Prior to joining Kane Kessler, Joseph was an associate at a litigation defense firm.

PRACTICE GROUPS

Bankruptcy, Reorganization and Creditors' Rights
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