

COMMERCIAL LAW & BANKRUPTCY SECTION MEETING
January 16, 2019
AGENDA

- I. Minutes from last meeting (copy attached)
- II. Items for Discussion
 - a. Status of 2019 Seminar
 - b. Advocate Nov/Dec 2019 Issue
 - i. Article Submission Deadline: 9/11/19
 - ii. Editorial Advisory Board Meeting: 9/18/19
 - iii. Final Revision Deadline: 10/1/19
 - iv. Documents attached
 - 1. Deadlines
 - 2. Author Guidelines
 - 3. Publication Agreement
 - c. Creation of Seminar Committee

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF THE
COMMERCIAL LAW AND BANKRUPTCY SECTION OF THE IDAHO STATE BAR**

December 19, 2018

Board Members Present: **Tecla Druffel**
 Bob Faucher
 Patrick Geile
 Savi Grewal
 Paul Ross
 Brian Tucker

Other Attendees: **Mahmood Sheikh**

An agenda had been delivered prior to the meeting. The agenda, including substantial materials regarding the Burley 2019 seminar, is attached.

1. Call to Order.

Ms. Caval not being in attendance, Ms. Druffel called the meeting to order at 4:04 p.m.

- a. Roll was taken. A quorum was present.
- b. Ms. Druffel asked Bob Faucher to serve as secretary for the meeting.

2. Seminar – Committee Approach

In an item not on the agenda, Paul Ross raised the idea of responsibility for the seminar being shared among a three-person committee, rather than being borne by a single person, as has historically been the practice. Mr. Ross suggested that such a committee would consist of the Vice Chair; the Chair; and the Secretary/Treasurer. Stated otherwise, the committee would consist of the person with lead responsibility (the Vice Chair), the person who had most recently directed the conference (the Chair); and the person who would be in the lead slot the next year (the Secretary/Treasurer).

Bob Faucher, being the person who would otherwise have sole responsibility for the seminar in 2020, expressed his appreciation for Mr. Ross's suggestion and his endorsement of such an approach. Mr. Ross and Ms. Druffel, being the persons who would bear the brunt of the new format in its first year, expressed willingness to assume the proposed roles.

The Board expressed support for the idea, but decided to wait until a future meeting at which time Chair Caval could participate in the discussion. This issue should be regarded as being on the agenda for next month's meeting.

3. 2019 Seminar – Substance.

Mr. Ross lead a detailed discussion of the substantive elements of the proposed 2019 Burley seminar. Mr. Ross has overcome several speakers cancelling recently, at this relatively late date. The Board responded to Mr. Ross's discussion with enthusiasm. No significant modifications to the substantive lineup emerged.

4. 2019 - Finances.

Mr. Ross also lead a discussion of the anticipated finances of the seminar. The finances appearing well thought out, Mr. Ross's proposals for the fees to be charged were approved.

5. Timing of Publication of Seminar Brochure.

Mr. Sheikh suggested the hope that the various elements of the brochure could be finalized this week, and the brochure could be distributed next week.

6. Elections to the Board.

The Board discussed persons who had expressed an interest in serving on the Board from Northern Idaho upon Ms. Grewal rotating off of the board. At least two qualified persons are interested. The Board generally endorsed the idea of nominating both of these qualified persons at the Burley meeting, with a contested election to follow. Of course, further interested parties are more than welcome to seek the position as well.

7. Professionalism Awards.

The Board considered individuals who might be appropriately honored with the Section's professionalism award. After discussion, and upon motion duly made and seconded, the Board unanimously approved three deserving individuals from the respective regions of the State (Northern; Central; Eastern). Ms. Druffel and Mr. Faucher volunteered to undertake efforts to encourage attendance by the two honorees who might not likely be otherwise attending the event.

8. Adjournment.

Upon motion duly made and seconded, the meeting was adjourned at 5:24 p.m.

The Advocate: Looking Ahead — 2019-20

EAB meets the third Wednesday of every month at noon at the Law Center except during February, October & May. Section Chairs or liaison are welcome to attend the EAB submission critique.

Issue and Sponsor	Deadline for article submissions	EAB Meetings	Editorial team	Final Revisions Deadline
January, 2019 Environment & Nat Resources	Nov. 14	Nov. 21		Dec. 1
February, 2019 Idaho Women Lawyers	Dec. 12	Dec. 19		Jan. 1
March/April, 2019 Employment & Labor Law	Jan. 9	Jan. 16		Feb. 1
May, 2019 Real Property	Mar. 13	Mar. 20		Apr. 1
June/July, 2019 Diversity	Apr. 10	Apr. 17		May 1
August, 2019 Litigation Section	Jun. 12	Jun. 19		Jul. 1
September, 2019 Intellectual Property Law	Jul. 10	Jul. 17		Aug. 1
October, 2019 Business & Corporate Law	Aug. 14	Aug. 21		Sept. 1
November/December, 2019 Commercial & Bankruptcy	Sept. 11	Sept. 18		Oct. 1
January, 2020 Lawyer Assistance Program	Nov. 13	Nov. 20		Dec. 1
February, 2020 Workers Comp	Dec. 11	Dec. 18		Jan. 1
March/April, 2020 Health Law	Jan. 8	Jan. 15		Feb. 1

Author Guidelines

Thank you for your interest in writing for *The Advocate*, the magazine published by the Idaho State Bar. *The Advocate* provides useful information about the practice of law, trends and developments, and a forum for the expression of ideas, concerns and opinions important to the legal profession.

Review Process

Deadlines and the editing process - Please send articles and a completed Publication Agreement to the Section Chair eight weeks prior to publication. This allows enough time for a general review by the Editorial Advisory Board, which meets on the third Wednesday of each month. A volunteer editor from the Board will contact each author to discuss suggested revisions. This collaboration is meant to produce the best possible article and address outstanding questions about the material.

Publication – Our goal is to have *The Advocate* published and mailed within the first week of the month. Each author is mailed two extra copies of their published issue.

Tips for authors

- 1) A headline that identifies the topic and suggests the conclusion.
- 2) An introduction that draws the reader in and serves as a road map for where the article goes.
- 3) Sub-headings to signal a new portion of the article and break up gray text.
- 4) Try to avoid using multiple indentations, large block quotes and all-caps.
- 5) Humor, sidebars, graphics or photos are welcome.
- 6) Define acronyms on first reference, but try to avoid less common ones.
- 7) Use citation style from: The Bluebook: A Uniform System of Citation.
- 8) Use endnotes, rather than footnotes.
- 9) Include a short biography not longer than 55 words.
- 10) Article length should be between 1,600 and 2,400 words.
- 11) Articles should be submitted in either Times New Roman or Arial fonts.
- 11) A digital photo of the author, preferably with a resolution of 80K or larger.
- 12) Please send in Microsoft Word format.

Topics for articles

- Create awareness of important trends and developments
- Help build sound, profitable practices
- Improve service to clients and community
- Encourage involvement in public affairs
- Encourage civility, ethical behavior, and professionalism

THANK YOU!

We understand the amount of time and effort it takes to write an article and we greatly appreciate your work pro bono. If you have questions please call the Bar's communications staff (208) 334-4500 and ask for Lindsey Welfley, *The Advocate* Manager.

AUTHOR GUIDELINES WITH CITATIONS

The Advocate uses *The Bluebook: A Uniform System of Citation* (18th ed. 2000) as its citation manual, with the following modifications. References to rules are the rule numbers of the Bluebook.

CASES

1. Idaho cases should be cited in accord with practitioner's note P.3 as follows:

Examples:

Idaho Supreme Court

Fitzgerald v. Walker, 113 Idaho 730, 747 P.2d 752 (1987)

Idaho Court of Appeals

Murr v. Odmark, 112 Idaho 606, 733 P.2d 827 (Ct. App. 1987)

2. All other cases should be cited to a West Reporter if possible, and no parallel citation need be given.

Example:

United States v. Halper, 490 U.S. 435, 437, 109 S.Ct. 1892, 1895 (1989) is not required; *United States v. Halper*, 490 U.S. 435, 437 (1989) is sufficient.

3. However, pinpoint citations to the page on which cited material appears are still required.

Example:

In the foregoing citation "437" is a pinpoint citation to quoted or referenced material and must be given. See Rule 3.3(a).

4. Where the case name is given in the text, it need not be repeated in the note.

Example:

The doctrines are succinctly discussed in *Fitzgerald v. Walker* 1

1113 Idaho 730, 747 P.2d 752 (1987)

5. Omissions of citations or footnotes need not be indicated by ellipses or parenthetically.

6. A citation need not be given every time a case name is used in a sentence. A citation should only be given when quoting from the case, or to show that a case supports a certain proposition.

Rule 4.1. Excessive citation interrupts the readability of the article, provides no new information, and should be avoided. Rule of Thumb: If a pinpoint cite is not required, then a citation is probably unnecessary.

STATUTES AND REGULATIONS

1. Idaho Official Code

Example: Idaho Code § xxx

2. United States Code

Example: U.S.C. § xxx

COURT RULES

Idaho Rules of Civil Procedure, Criminal Procedure, and Appellate Procedure should all be cited to as provided in Rule 12.8.3 when referred to for the first time:

Example: Idaho R. Civ. P. 12(b)(6)

Example: Idaho R. Crim. P. 46

Example: Idaho R. Evid. 404(b)

Subsequent references to the rule are to be made as follows: Rule xxx

Example: Rule 12(b)(6) Page 3 of 4 Updated 1-18-2012

Example: Rule 46

Example: Rule 404(b)

GENERALLY

1. The word *supra* is not to be used.

It is not to be used with a case name, *see* Bluebook Rule 4.2

Instead use a short citation form, Rule 4.1.

Wrong: *Spudich, supra*, at 681.

Right: *Spudich*, 745 S.W.2d at 681.

To short-cite books or periodicals or to cross-reference textual material, simply give the note number. *Supra* has been eliminated as unnecessary.

Examples:

Reich, note 12 at 4.

See notes 12-15 accompanying text.

2. The abbreviation "n." is to be used only when citing to a footnote in the opinion being cited. It is not to be used to cross-reference to a preceding footnote in the instant article.

CHECKLIST

CASES

1. Is there a book and page number?

2. Is the citation to a West reporter?

3. Are there pinpoint page cites?

4. Is there the name of one party as needed? Exceptions: *Id.* or name stated in text.

STATUTES

1. Citation to Idaho Code?

2. Citation to U.S.C.?

3. Citation for another state to recognizable code?

RULES & REGULATIONS

1. Idaho rules cited correctly?

GENERALLY

1. Is a citation needed?

2. Is use of *Id.* unambiguous?

3. Are clear short forms used where possible?

4. Abbreviation "n." used only for footnotes in cited material and not for cross-references?

5. No use of *supra*.

PUBLICATION AGREEMENT: CONTRIBUTION TO A COLLECTIVE WORK -- SINGLE TITLE

FROM: Idaho State Bar, (ISB)

525 W. Jefferson, P.O. Box 895 Boise, ID

Attn: Lindsey Welfley

(Communications Coordinator / *The Advocate* Manager)

TO: Author's Name: _____

Address: _____

[Joint authorship: If the Work has more than one author whose individual contributions are "inseparable parts of a unitary whole," each author must sign a separate counterpart to this agreement. All such counterparts shall be considered collectively as one and the same agreement.]

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Date

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(Communications Coordinator / *The Advocate* Manager)

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