

Disclaimers, Admonitions, Warnings and Cautions

Readers: When I started this Blog two years ago, there was relatively little content on the Website. Therefore, the “Terms of Use” which appeared at the bottom of the Website (and still do) were readily apparent and easily accessible. As the expression goes, “that was then, . . .” As of this writing, we have 120 questions displayed on the Website, as well as numerous Guest Articles and other content. Only by scrolling down to the very bottom of this page will you see the “Terms of Use” provision, which begins with a “Legal Notice and Disclaimer.”

Due to the various rules of professional responsibility in the 50 states, the ethics gurus at Dorsey have advised me that I need to make the disclaimer more prominent and elevate it from the bottom to the top of the Website. So, in addition to the brief synopsis in the Introduction to the Blog, here is some additional, specific information.

First, this Blog is intended for educational (and entertainment) purposes. My hope is to provide you general information and enhance your general understanding of the law. I am not providing you with specific legal advice. Personally, I find employment law intrinsically interesting and I hope my enthusiasm for this topic is evident in my writings. But, the analyses set forth in the Blog are merely a starting point for your evaluation of any topic we address. Moreover, as you know, the employment law field is fluid and dynamic; cases get reversed, new legislation is passed, and circumstances change. Consequently, an analysis that one of my colleagues or I wrote some time ago may no longer have validity. The bottom line – you need to explore the topics addressed in this Blog independently, with your own legal advisor.

Second, one reason for including the general disclaimer above is to emphasize that there is no attorney-client relationship between you and me, between you and the other Dorsey lawyers who contribute to the Blog, or between you and Dorsey generally. Don’t misunderstand, it would be terrific if your review and use of the Blog led you to retain us and establish an attorney-client relationship. Frankly, that would make me very happy. We then would conduct a conflicts check and ascertain whether we, in fact, could represent you or your company. But, your mere use of the Blog and your review of the content we post, does not establish an attorney-client relationship.

Third, as referenced above, the purpose of the Blog is to provide you a general understanding of the basic concepts, legal theories, fact patterns, and cases we discuss. Of course, this is not a substitute for your obtaining competent legal advice from a licensed professional attorney in your state. If you or your company has issues similar to those addressed in this Blog, they should be addressed with your in-house counsel or the outside counsel whom you hire. (As mentioned above, don’t be reticent to hire us.)

Fourth, in the Introductory material above, I invite you to send me questions about issues you may find intriguing. Let me pass along an admonition – I cannot (and will not) address questions that you may send that involve specific fact patterns or legal issues you are trying to resolve. Doing so might inadvertently create the possibility that I was establishing an attorney-client relationship with you. As noted, no can do. But, I’m happy to entertain general inquiries you might pose, hypothetical issues, and other questions about which you are curious but that do not relate to a specific problem or issue your company or you is confronting. To reiterate, even if

you send me a specific question, no attorney-client relationship will be established. (But, you will make my life easier, an admirable goal no doubt, if you simply don't send me that type of question.)

Fifth, as a corollary to the point above, beyond the questions I invite, you may not send me any written materials of any kind relating to a specific or general legal issue you may be addressing. This material either will be destroyed or returned to you unread.

Finally, in our Resources section on the left-hand side of the Blog, we list various other Websites that may have content you find helpful. Of course, with the exception of the links to Dorsey's Website or specific pages on the Dorsey site, we take no responsibility for the accuracy or completeness of the content on any of the resources or links we provide.

Best regards, Roy

P.S. If you want to read some really fascinating information regarding the other terms of use regarding the Quirky Employment Questions Blog, scroll down to the bottom of this Website and click on the "Terms of Use" button.