

PRESIDENT'S MESSAGE

Reflecting and Passing the Torch

By Tara Aschenbrand



Welcome to Spring. Each year at this time, we welcome the warmer weather and sweet sounds and sights that come with this

weather. As we move into spring, it also means that this is my last newsletter as President of the OWBA. At our Annual Meeting on May 4, I will pass the torch and transition leadership of the OWBA to Lisa Whitaker.

Reflecting on the past year, I am grateful to have led this organization. We have had a tremendous year due to the many supporters that the OWBA has throughout the state. I am grateful to the many sponsors, speakers, volunteers, and our Board members who have contributed over the year. Through the combined efforts of all of them, we have been able to continue tackling critical issues impacting women in our profession. Our events have included networking sessions with a fashion show at our Leading with Style event, to learning about the opioid crisis and what we can do in the legal profession at our Public Private Sectors Connect Annual Statewide CLE. We discussed the Supreme Court in our screening of RBG, learned about Dating and Domestic

Violence, and toured an Ohio based business at Unwind and Connect with Thirty-One Gifts.

On March 8th, we held the last class of the 2018-19 Leadership Institute ("LI"). Since September, these incredible women have invested in themselves each month to expand their power and control over their own careers by enhancing their leadership skills. I look forward to honoring these women for this accomplishment at the Annual Meeting in May. In the past year, we also celebrated the OWBF's 10th anniversary and honored Past President Marilyn McClure-Demers as the 2018 recipient of the Leading the Way Award.

I am proud of what we have accomplished this year, and treasure the hard work of the many who made it happen. While I will continue my work to support the OWBA, it is time to pass the baton to Lisa Whitaker to lead this incredible organization. Lisa has been working hard to put together our 2019 Annual Meeting and Conference. This year we will have another exciting event with Stacy Siegal, EVP and General Counsel at American Eagle Outfitters, Inc. as the keynote speaker. We look forward to seeing many of you at the Annual Conference.

Thank you! ■

Member Benefit – Publications
Are you using all of your OWBA member benefits?

Hear what our members have to say-- make sure you are reading our quarterly newsletter. Stay up to date on the latest legal issues, OWBA events, and OWBA members.

Have an article you would like to contribute? Please send it to admin@owba.org.

Inside this issue

Navigating Non-Compete Agreements in Ohio.....3
 STOP! What's In That Package?.....7
 The Effect of #metoo on the Workplace8
 Remembering Katherine Giumentti9
 Central Ohio New Admittee Reception 10
 Highlighting a Member of the OWBA Leadership Institute: Amelia J. Leonard of Seeley Savidge, Ebert & Gourash Co., LPA.....11
 Congratulations Stephanie Hanna11
 Sustaining/New Members13
 The Honorable Yvette McGee Brown Selected as the American Red Cross' Humanitarian of the Year14



2019



Annual Meeting & Conference

"Exceeding the Possibilities: It Starts With Us"

May 2-3, 2019

Nationwide Hotel & Conference Center

Discounted hotel rates available for conference guests.

Register Today!

Visit www.owba.org/AnnualConference19 for conference details and to register!

Keynote Speaker:

Stacy Siegal
EVP and General Counsel
American Eagle Outfitters, Inc.

Thursday, May 2

12:00 - 1:15 PM

Being Super Powerful: Taking Care of Ourselves On the Inside and Out – 1.25 CLE Hours

Moderator: Megan Snyder, Ohio Lawyers Assistance Program, Inc.

Panelists: The Honorable Judge Stephen McIntosh, Franklin County, Court of Common Pleas; Michael Jarosi, Informed Source, LLC; Penny L. Barrick, Esq., U.S. District Court, Southern District of Ohio

1:15 – 2:30 PM

Making A Difference: Driving Diversity Forward – 1.25 CLE Hours

Moderator: Rhonda Talford Knight, Knight Consulting Group, LLC

Panelists: Jennifer Adair, Ohio Department of Administrative Services; Todd Corley, Villanova University; Vinita Mehra, Kegler Brown Hill & Ritter; Bill Nolan, Barnes and Thornburg

2:45 – 3:30 PM

Board Service, An Opportunity to Do Great Things: A Conversation with Kathy Ransier – .75 CLE Hours

Moderator: Eleni A. ("Eleana") Drakatos, Yacobozzi Drakatos, LLC

Featured Speaker: Kathy Ransier, Vorys, Sater, Seymour, & Pease LLP

3:45 – 5:15 PM

The Power of Connection: Forget A Mentor, Find A Sponsor – 1.50 CLE Hours

Moderator: Barb Smoot, Women for Economic and Leadership Development

Panelists: The Honorable R. Guy Cole, Jr., United States Court of Appeals for the Sixth Circuit; The Honorable Kimberly Jolson, Joseph P. Kinneary U.S. Courthouse; Marilyn McClure-Demers, Nationwide Insurance; Lisa Kathumbi, Bricker & Eckler; John Stephen, Porter Wright Morris & Arthur; Leigh Ann Benedic, Porter Wright Morris & Arthur

5:15 – 7:00 PM

Government in Action Reception

Featuring Honored Guest and Special Speaker – The Honorable Nancy Hardin Rogers

Moderators: Sheryl Creed Maxfield, Ohio Department of Commerce; Kathy Northern, The Ohio State University Moritz College of Law

Friday, May 3

8:15 – 9:45 AM

Oh The Places A Legal Career Can Take You! - 1.50 CLE Hours

Moderator: Luke Fedlam, Porter Wright Morris & Arthur

Panelists: Adiya Dixon, Yubi Beauty; John Jackson, Nationwide Insurance; Kim Shumate, The Ohio State University

9:45 – 11:15 AM

Women In the Law, Game Changers: How We Are Impacting the Legal Landscape – 1.50 CLE Hours

Moderator: Aneca Lasley, Squire Patton Boggs

Panelists: Yvette McGee Brown, Jones Day; Judge Laurel Beatty Blunt, Tenth District Court of Appeals; Melinda McAfee, EXPRESS

11:45 AM – 1:30 PM

Annual Meeting Luncheon

Speaker: Stacy Siegal, EVP and General Counsel, American Eagle Outfitters, Inc.

Questions? Contact the OWBA at admin@owba.org or (866) 932-6922

Navigating Non-Compete Agreements in Ohio

By Erin E. Rhinehart and Melinda K. Burton, both with Faruki+ in Dayton, Ohio



Protection of a company's competitive advantage is vital. Therefore, it is necessary that employers understand the options available when evaluating how best to protect their company. One common practice is the non-compete agreement.



Generally, a non-compete agreement

is a contract between an employer and employee where the employee agrees not to compete with the employer after termination of the employment relationship. Be careful, though, not all states permit non-compete agreements, and those that do recognize varying levels of protection to employers. Indeed, in 2016, the White House made a "call to action" for states to reform their restrictive covenant laws. Several states across the country did just that by proposing and passing laws that provide more protection to employees by limiting, or outright banning, certain non-compete agreements. (A list of some of the states that have passed new laws or that have introduced new legislation can be found at the conclusion of this article.) Ohio, however, remains a state that recognizes that non-compete agreements with employees or independent contractors is a valid and enforceable means for employers to protect their economic interests – but, the agreement must be reasonable.

What constitutes a "reasonable" non-compete agreement?

In Ohio, a non-compete agreement is reasonable if the agreement: (1) is no greater than is required for the employer's protection of a legitimate interest; (2) does not impose undue hardship on the employee, and (3) is not injurious to the public. AK Steel Corp. v. ArcelorMittal USA, LLC, 2016-Ohio-3285, 55 N.E.3d 1152, ¶ 11 (12th Dist.) (relying on Raimonde v. Van Vlerah, 42 Ohio St.2d 21, 325 N.E.2d 544 (1975), paragraph two of the Syllabus).

In 1975, the Ohio Supreme Court set forth several factors for examining the reasonableness of a non-compete agreement and those remain the guiding factors today. Raimonde, 42 Ohio St.2d at 25. The factors include the length of time and geographic scope of the restrictive covenant, whether the employee is the sole contact with the customer, whether the skills seeking to be restrained by the agreement were developed during employment, whether an employee came into possession of confidential information or trade secrets during the employment, and whether the covenant seeks to protect against unfair competition as opposed to ordinary competition. Id. No one factor is dispositive. Determining whether a non-compete is reasonable is a highly fact intensive endeavor.

The employer bears the burden of establishing the reasonableness of the agreement. Therefore, be practical when evaluating the scope of restraint to impose on an employee. Consider the legitimate interests that

you as an employer may have – are there confidential information, trade secrets, customer lists, or skills and training acquired during employment? Also, be cognizant of any undue hardship on the employee – although, in Ohio, hardship has to be unduly harsh; not being able to work for a period of time is generally not enough by itself. Finally, consider the sophistication and position of the employee or independent contractor involved. Courts will consider all of these factors. Thus, even if the employee agrees to an overly broad and aggressive non-compete agreement, she may challenge the validity of the agreement later, and a court may find the agreement unenforceable in its entirety.

Trial courts in Ohio have the option to modify an overbroad or unreasonable covenant not to compete, but it is within the court's discretion whether to do so. Rather than risk the court striking down the agreement altogether, or re-writing it so that its worth is severely diminished – particularly in light of the current landscape on non-competition reform throughout the country – put the time in on the front end to consider what exactly needs protection and what is the least restrictive means of affording such protection.

What other terms should be included in a non-compete agreement?

A non-compete agreement can be as simple or involved as necessary to protect the legitimate interests of a business, and how you word the agreement is important. Ohio courts
(Continued)

interpret non-compete agreements following ordinary contract interpretation principles, including that any ambiguities will be construed against the drafter. Therefore, you should be careful to use plain and ordinary language when setting forth the specific terms of the non-compete agreement. Typically, even the most straightforward non-compete agreements contain some of the following clauses.

Choice of Law and Forum

Selection. A choice of law provision determines which state's law will govern an action seeking to enforce the agreement. A forum selection provision determines the court in which such an action must be brought. In Ohio, these provisions have long been found to be enforceable so long as there is a reasonable basis for the chosen law and forum, they have a substantial relationship to the transaction, and enforcement of the term(s) would not be contrary to a fundamental policy of a state having a greater interest in the case. Schulke Radio Prods., Ltd. v. Midwestern Broadcasting Co., 6 Ohio St.3d 436, 453 N.E.2d 683 (1983), Syllabus.

If, however, the law and forum selected have no substantial relationship to the transaction at issue, then these provisions may not be enforced by the court. For example, California prohibits most non-compete agreements and now it specifically prohibits in employment agreements choice of law and forum selection clauses that call for application of some other state's law. See, California Labor Code § 925. Thus, even if the agreement contained an Ohio choice of law provision, if the relevant

acts took place in California and/or substantially affect business in California, then a court is likely to find that California law applies, not Ohio law, because California has a significant interest in the outcome of the case and has a fundamental policy against non-compete agreements. See, e.g., Lifestyle Improvement Centers, LLC v. East Bay Health, LLC, S.D. Ohio No. 2:13-cv-735 (Oct. 7, 2013) (finding that, despite an Ohio choice of law provision, California law applied and the non-compete provision was unenforceable under California law). Other states are similarly voiding choice of law and forum selection clauses in employment agreements, so be sure to keep this in mind, particularly if you have employees working in other states.

Confidentiality. Depending on the nature of the business or employment relationship, the parties may seek to keep the terms of the non-compete agreement confidential. While these types of provisions are fairly straightforward, be careful to allow exceptions necessary to effectuate any term or provision of the agreement, to disclose the agreement to a party's accountant or lawyer for use in connection with providing professional services, and as required by law.

Non-Disparagement. A non-disparagement provision prohibits the parties from bad-mouthing one another. Non-disparagement provisions seem to go hand-in-hand with a non-compete agreement. After all, the overall purpose of the agreement is to protect a company's competitive advantage. What good is it if the employee refrains from

working for a competitor if she is bad-mouthing the company all over town? Of course, other laws are available to protect a company's reputation and business interests (e.g., defamation, tortious interference, etc.); however, a non-disparagement clause is a simple way to remind the employee (and employer) to maintain professionalism despite the end of the employment relationship and ensure protection of the company's reputation and competitive advantage.

Opportunity to Review and Consider the Agreement. Even where there is a question whether the employee understood the contents of a non-compete agreement, Ohio law charges the employee with knowledge of the contents of the agreement so long as she read and signed the agreement. Still, given the recent trends in other states that make it a requirement that the employer provide the employee with notice of the non-compete and be given an opportunity to review, it is prudent to include a provision where the parties expressly acknowledge that they have read and understood the agreement, that they have had sufficient time and opportunity to review the agreement, confer with legal counsel if they so desire, and that they fully understand and appreciate the meaning of each of the agreement's terms.

Liquidated Damages. Liquidated damages clauses are not necessarily common practice, but such provisions are worth mentioning here, as they have not been stricken outright in Ohio in the context of a breach of covenant not to compete. Kidney & Hypertension Specialists Chillicothe v. Adena Health Sys., Franklin C.P.

(Continued)

No. 12CVH-15862, 2014 Ohio Misc. LEXIS 9317, at *18 (May 6, 2014) (denying summary judgment motion requesting that a liquidated damages provision in a non-compete not be enforced on the basis of unreasonableness). A liquidated damages clause provides that, in the event of a material breach of the agreement, the breaching party is liable for a sum certain, in addition to actual damages and injunctive relief, if so requested. Be careful of these types of provisions – you may be on the receiving end if the provision is mutually applicable to the parties. Careful consideration should be given to whether inclusion of a liquidated damages clause is appropriate.

Severability. A severability clause protects the agreement from complete avoidance should one of the provisions be found invalid. In other words, if any of the provisions of the agreement are rendered invalid by a court, then the parties agree that such a finding will not preclude enforcement of the remainder of the agreement. For example, if a liquidated damages provision was included in the agreement, but the court found it punitive in nature and, therefore, unenforceable, then the remainder of the agreement is still enforceable.

Applicability to Successor and Assigns. Despite the Ohio Supreme Court’s decision in Acordia of Ohio, L.L.C. v. Fishel, 133 Ohio St.3d 356, 2012-Ohio-4648, 978 N.E.2d 823 (“Acordia II”) (finding that “employee noncompete agreements transfer to the surviving company after a merger has been completed pursuant to R.C. 1701.82(A)(3)” even without the employee’s consent), it

is still prudent to include specific language in a non-compete agreement regarding its applicability to successors-in-interest. Indeed, if the non-compete agreement is silent as to assignability, some courts will look to whether the agreement employs words that indicate that assignment was contemplated and whether it is necessary to protect the goodwill of the business being sold. See, e.g., Lumenate Techs., LP v. Baker, S.D. Ohio No. 1:14-cv-125, 2015 U.S. Dist. LEXIS 172163, at *40 (Dec. 28, 2015). Additionally, successor businesses should evaluate their non-compete agreements to ensure that they are fully protected. Just because the non-compete may transfer does not mean that the agreement is enforceable. As reiterated in Acordia II, “employees still may challenge the continued validity of the noncompete agreements based on whether the agreements are reasonable and whether the numerous mergers in this case created additional obligations or duties so that the agreements should not be enforced on their original terms.” If your business is the successor-in-interest, one option is to require the employees to sign a new non-compete agreement as a condition of their continued at-will employment.

When should I have my employees sign a non-compete agreement?

A frequently asked question is when an employer may ask his employee (or independent contractor) to sign a non-compete agreement. In terms of at-will employees, Ohio courts have found that there is sufficient consideration to support the covenant when it is signed (a) at the outset of the employment relationship (as a condition of employment),

and (b) during the employment relationship (as a condition of continued employment or a change in employment terms). In addition, an employer may ask an employee to sign a non-compete agreement after the employee is discharged from employment, but only if sufficient consideration is offered in return. For example, the employer may offer severance in exchange for the employee’s agreement not to compete.

A word of caution about severance agreements: if you enter into a severance agreement with an employee who had signed a non-compete agreement at the time of or during employment, be sure that you do not inadvertently render that previously-entered non-compete void. A severance agreement that does not include its own non-compete agreement, or that does not explicitly incorporate by reference a previously entered non-compete agreement (such as one found in the original employment agreement), and that also says that it supersedes all prior agreements has been found to have rendered void and unenforceable the previously entered non-compete. Bortz v. Freedom United States, Summit C.P. No. 2017 06 2566, 2017 Ohio Misc. LEXIS 8036, at *4-5 (Dec. 6, 2017).

If there is any concern regarding competition, then the best practice is to have employees sign a non-compete agreement at the outset of the relationship – either as a stand-alone agreement or as part of the employment contract. The agreement may be revised, supplemented, and amended as the employee changes roles, is promoted, etc. But, again, be careful. An oral extension of a

(Continued)

noncompetition agreement may be barred under the statute of frauds if it cannot be performed in a year. Make sure any extension or revision of the agreement is in writing and signed by both parties.

It is also good practice to remind your employees of their agreement not to compete. For example, it may be prudent to have certain employees review and initial the agreement annually. Another option is to incorporate a review and acknowledgement of the agreement into exit interviews. This practice not only reminds the employee of his obligations, but also reiterates to the employee the seriousness of the agreement to the employer.

Non-compete agreements are a useful tool for employers to protect their competitive interests. It is important, though, that these types of agreements are used sensibly. Covenants not to compete are more likely to be enforced if they are narrowly tailored to protect only a company's legitimate, identifiable business interests – not to control a particular industry or prevent former employees from making a living.

Some of the Recent Legislation Proposed or Passed on Non-Compete Agreements in Other States

California: Labor Code § 925 prohibits employers from entering into choice of law and forum selection agreements with employees that require application of some other state's law or litigation outside of the state; the law does not apply to contracts entered into before January 1, 2017, or to those where the employee was represented by counsel.

Idaho: part of I.C. § 44-2701, *et. seq.* was repealed in 2018; in particular, the statute no longer includes a

rebuttable presumption of irreparable harm of loss of key employees; the employer must establish irreparable harm for all former employees in order to obtain injunctive relief for breach of a non-compete agreement.

Illinois: Illinois Freedom to Work Act, 820 ILCS 90/10, makes illegal and void any non-compete agreement with a “low wage worker” (making less than the federal minimum wage or \$13 per hour).

Nevada: NRS §§ 613.195 and 613.200 require employers to offer “valuable consideration” in return for a non-compete agreement; they also provide protections for employees who are laid off and for those whose customers choose to follow the employee where the employee did not solicit them).

New Mexico: N.M.S.A. §§ 24 11-1 and 24 11-2 prohibit non-compete agreements with physicians and now nurse practitioners; they also now prohibit choice of forum and choice of law clauses in contracts with physicians and nurse practitioners.

Massachusetts: House Bill 4419 (Section 24L, Chapter 149 General Laws) was passed on August 10, 2018, and became effective October 1, 2018; the non-compete law applies to both employees and independent contractors and generally bans non-compete agreements unless, among other things, they are in writing, signed by both the employer and employee, state that the employee has the right to consult with counsel prior to signing, and have a duration of one year or less. The employer must also provide notice of the agreement and if the agreement is signed during employment, it must be supported by independent consideration beyond

continued employment. In addition, the law bans non-compete agreements with employees who are non-exempt under the Fair Labor Standards Act and prohibits enforcement where the employee has been laid off or terminated without cause.

New Hampshire: proposed Senate Bill 423 would prohibit non-compete agreements with low wage employees (earning less than \$15 per hour or the federal minimum wage). This proposed bill appears to have been killed. The current law in New Hampshire, NH Rev. Stat. § 275.70, requires disclosure of the non-compete agreement to the employee prior to the employee's acceptance of an offer of an employment.

New Jersey: proposed Senate Bill 3518 would impose numerous requirements to make non-compete agreements enforceable, including disclosure of the agreement and its terms in writing before commencement of employment, advisement of the right to obtain counsel, duration not to exceed 12 months, geographical limitation of areas where the employee worked or had material presence for 2 years, limited in scope to the employee's activities, and it cannot contain a choice of law provision.

Pennsylvania: House Bill 1938, Pennsylvania Freedom to Work Act, would ban the use of non-competes and would void forum selection and choice of law agreements with Pennsylvania resident employees.

Vermont: House Bill 556 would prohibit “agreements not to compete or any other agreement that restrains an individual from engaging in the lawful profession, trade, or business.”



STOP! What's In That Package?

By Ava Rotell Dustin



A person in Ohio is more likely to die from a drug overdose than a car crash. (National Safety Council Report). In 2017 in Ohio, 4,854 people died of an accidental

drug overdose – most of them from opioids. (Centers for Disease Control). Ohio was second in the nation, per capita, in the nation in 2017 in the number of fatal drug overdoses.

Sadly, most of us know a family member, friend, coworker or client who has lost a loved one as a result of this deadly epidemic.

Most illegal opioids are synthetic drugs manufactured in labs in foreign countries. Often, they are purchased over the internet and shipped to the United States.

In spite of efforts by law enforcement to reduce the flow of synthetic opioids (such as fentanyl) from China and other foreign countries, channels into the U.S. remain open and thriving. One

.....

Why would a clandestine seller of synthetic opioids choose to use the U.S. mail over a commercial courier such as FedEx or UPS? Until recently, the U.S. mail provided more anonymity to drug dealers who ship their products using inbound international mail.

vehicle by which synthetic opioids enter our country is via the U.S. mail. Why would a clandestine seller of synthetic opioids choose to use the U.S. mail over a commercial courier such as FedEx or UPS? Until recently, the U.S. mail provided more anonymity to drug dealers who ship their products using inbound international mail. A Congressional Investigation, conducted in 2017, revealed that the U.S. Postal Service receives Advance Electronic Data (AED) on only approximately 38 percent of all international packages destined for the U.S. AED includes information such as the name and address of the sender and recipient as well as a description of the contents of the package. (See, Staff Report, Permanent Subcommittee on Investigations, U.S. Senate, “Combating the Opioid Crisis: Exploiting Vulnerabilities in International Mail.” Jan. 24, 2018.) According to the report, 318 million international packages entered the U.S. without any associated AED in 2017. That means the U.S. Customs and Border Protection (CBP) did not know the identity of the shipper or receiver, or what was in the package. Not anymore.

In October 2018, the Synthetics Trafficking and Overdose Prevention (STOP) Act, sponsored by Senator Rob Portman, became law. (Signed into law on Oct. 24, 2018 as part of the Support for Patients and Community Act). This law requires the U.S. Postal Service to provide CBP with AED on all packages destined for the U.S. These same requirements were placed on other package carriers such as DHL, FedEx, and UPS after passage of the Trade

Act of 2002, which did not apply to the U.S. Postal Service. (See Staff Report, 2018).

With the passage of the STOP Act, all shippers of international packages must provide the same information to any carrier they choose. CBP, in turn, will use the information to screen foreign packages in an effort to identify and interdict those containing synthetic opioids.

So, is CBP prepared to evaluate the influx of AED and effectively identify and seize international packages which may contain synthetic opioids? Earlier last year, the Interdict Act (sponsored by Senator Sherrod Brown and signed into law on Jan. 10, 2018) became law and appropriated substantial funding (\$9 million) to CBP to purchase more chemical screening devices, and hire additional personnel and scientists. These are the tools which CBP needs to inspect international packages with an eye to prevent, detect and interdict the importation of synthetic opioids.

Although it is impossible for CBP to intercept and interdict every international package containing synthetic opioids, law enforcement now has a fighting chance to keep these deadly and illegal drugs from entering the U.S. and ultimately ending up in the hands of fellow Ohioans. ■

Ava Rotell Dustin is the Executive Assistant U.S. Attorney for the United States Attorney's Office, Northern District of Ohio and the supervisory attorney for the Toledo Branch Office. She previously served as an assistant prosecutor in the Richland County Prosecutor's Office. She is the OWBA 6th District Trustee.

The Effect of #metoo on the Workplace

By Jane Gleaves, Attorney, Kegler Brown Hill + Ritter



What has been unofficially named the “#metoo movement” or “#metoo era,” represents a revolution of empowerment by survivors and victims of sexual assault and harassment. The movement gained traction on social media in October 2017 when actress Alyssa Milano invited her Twitter followers to tweet out #metoo if they had been sexually harassed or assaulted. Towering figures like Harvey Weinstein, Matt Lauer, and Kevin Spacey went down after individuals brought to light claims of harassment and assault against them. The downfall of these celebrities is the obvious effect of the movement. There are, however, many other and more subtle reverberations of the movement that can be seen in the 2019 workplace. In the past year, we have seen employers grapple with the issue of sexual harassment and gender inequity, as the #metoo movement has made the problems impossible to ignore. Here are five ways the workplace is changing:

1. A renewed focus on sexual harassment policies

As human resources professionals and other decision-makers see the headlines about the downfall of giants due to sexual harassment allegations, they have been forced ask the question – could this happen to us? While many businesses have always had sexual harassment policies, those policies may have been buried in an employee manual and were largely ignored. The #metoo movement has brought to light the importance of not only having a policy, but also the importance of applying it uniformly.

2. Creating a company culture where victims are comfortable to report bad actors

Conscientious employers realize that policies alone are not going to solve problems in the workplace; rather, the culture of the workplace needs to change. Some employers have made formal efforts to improve company culture. One way employers are doing this is by identifying at least one strong female leader, to whom they believe employees will feel comfortable reporting problems in the workplace. Once that person is identified, the employer sets aside a specific budget for that leader to have breakfast, lunch, or just informal meetings with females in the workplace where they can feel comfortable enough to raise or identify any misconduct. This method is gaining popularity in places like the restaurant industry, which was slammed by the #metoo movement as a particularly abusive industry for women to work in.

3. Investment in sexual harassment training

Many businesses recognize that the issue of sexual harassment is so important that they are bringing in third-party experts to deliver training to employees. Those third-parties can be lawyers, human resources experts, or other professionals. Good training includes detailed examples of how issues of harassment may occur in each unique workplace. Employers are showing an interest in getting legal counsel involved proactively, hoping to identify and resolve issues in the workplace early.

4. Inspections of social media

The #metoo movement was born out of social media. It opened a door for employees who may have been uncomfortable reporting incidents of sexual harassment to HR, and encouraged them to share the experience with the world on social media. Because of this, employers are working to encourage their employees to run their reports through the HR channels, rather than posting online. At the same time, employers are increasingly aware of their employees’ social media presence and have been increasingly monitoring such activity.

5. Gender pay equality

While the Equal Pay Act was passed all the way back in 1963, the #metoo movement coupled with the Time’s Up Movement renewed the public’s attention on the gender pay gap. Large companies like Google and Nike have taken heat after groups of female employees have filed suit claiming that their male counterparts are compensated at higher rates. The increased attention on the gender pay gap has increased the focus on more subtle matters that effect and perpetuate unequal pay for women. For example, activists are pushing for the prohibition on allowing an employer to base a new employee’s pay on her pay at her prior job. It has been shown that basing new salaries on old can perpetuate the wage gap. Employees are also pushing to have more open disclosure of compensation plans and demanding to know at least a range of salaries similar work. Finally, there is a push for compensation plans that are more

(Continued)

Remembering Katherine Giument



Katherine Spies Giument (1964-2019), 54, of Westerville, was taken by the hands of the Lord and gently lifted to Heaven on January

12, 2019, in Mt. Carmel/St. Ann's Hospital in Westerville after winning her battle with cancer. She fought cancer like a true warrior and overcame it for 14 years, making it possible for her and her husband to raise their two sons to become fine young men. For the last two months of her life, she chose to stop chemotherapy so that she could live life on her terms and laugh with her family and friends, eat what she wanted, sleep when she wanted, and just enjoy life undictated by the ravages of chemotherapy. And she let cancer know there was no seat at the table when she and God decided it was her time to pass. The daughter of the late Judge Harlan R. Spies and the late Marjory A. Spies, she was born on August 18, 1964, at Union Hospital in Dover, Ohio. After their father's death, Katie along with her brother and sister donated the Hospice Room at Union Hospital as she and her sister, Amanda, had slept on the floor of their father's room keeping vigil over him until he passed. The siblings did not want any other family to have to go through the same. Katie graduated from Dover High School in 1982 as a Valedictorian of her graduating class. As she was growing up, she was very active in many different sports at the local YMCA as well as in high school. She graduated from [Ohio State University](#) cum laude in 1986, and from the Ohio State University Moritz College of Law cum laude in 1989, and was on the Ohio State Law Journal. She passed the Ohio State

Bar Examination in 1989, and began to practice law in Columbus, Ohio. She spent several years with a highly recognized law firm until she found her fit with the prestigious law firm of Bricker & Eckler, LLP in 1997, where Katie specialized in Employment and Labor law. She pioneered the way for female lawyers to work part-time while their children were young, and when Katie's own children were older, she resumed full-time work and became Partner with Bricker & Eckler in 2016. She proved that through hard work and perseverance, any goal is achievable for a working mother and professional. She married Michael J. Giument, of Dover, on June 10, 1989, after graduating from law school, and they celebrated their 29th wedding anniversary on June 10, 2018. After their marriage, they moved to Westerville, Ohio, where they raised their family.

Katie is survived by her husband, Michael J. Giument; her sons, Nicholas M. and Marshal L. Giument; her sister, Attorney Amanda K. Spies (husband, Chief Michael P. Goodwin) of New Philadelphia; her brother, Andrew J. Spies (wife, Joan Spies) of Palm Harbor, Fla.; best friend, Juli Faris Bruce of Columbus; and many other beloved family members and close friends.

In her life on this Earth, Katie was blessed with a beautiful and vivacious laugh and smile. You could always tell when Katie was in the building. Her sense of humor was second to none. She believed that you should show kindness every day to at least one person you did not know, without regard for who they were or what they had. We called this "Katie's Message." She was the first person to help someone with a problem, all you needed to do was ask, and she was

right there. Katie knew no strangers in her life; everyone was a friend, and she was blessed with many, many friends. There will be no sitting for Katie in Heaven. God will keep her very, very busy. Please feel free to make donations in Katie's honor to the Stefanie Spielman Fund for [Breast Cancer](#) Research through the Ohio State University, at 1145 Olentangy River Rd., Columbus, OH 43212. ■

Published in The Times Reporter on Jan. 16, 2019

#metoo (Continued from page 8) objectively based on performance metrics, rather than those based on subjective criteria.

It is hard to believe that the #metoo movement as we know it began only about a year and a half ago. The extremely public nature of the movement shook up every industry and has certainly changed the landscape of the modern workplace. It is likely that we are in only the early stages of the change that will come. ■

Jane Gleaves focuses her practice in the area of commercial litigation. She is an active member of the litigation community, having taken on leadership roles within the American Bar Association and the Ohio State Bar Association. She is also a volunteer with The Legal Aid Society of Columbus's Tenant Advocacy Project. Jane is a leader within the firm, serving as co-chair of Kegler Brown's Women's Collaborative, and an active presenter, speaking at seminars on subjects related to legal ethics, employment law and more. She is a graduate of Miami University and Vanderbilt University Law School.

Central Ohio New Admittee Reception

The OWBA had a great turn out for the Central Ohio New Admittee Reception held on January 17 at The Gnoesis Group in Columbus. The Gnoesis Group offered their continued support by generously hosting and sponsoring the event. Guests enjoyed refreshments while networking with colleagues and friends. Thank you to all attendees who attended and helped make this event a special celebration for our newest admittees. A special thank you to Kendra Scott, who generously donated a portion of the evening's profits to The Ohio Women's Bar Foundation.



Highlighting a Member of the OWBA Leadership Institute: Amelia J. Leonard of Seeley Savidge, Ebert & Gourash Co., LPA



What did you enjoy the most about the Leadership Institute?

Getting to meet, converse, and share stories with women attorneys from across

the state and at all levels of their career. gaining the emotional support and encouragement of others, and building friendships.

What is something that you learned that you implemented into your career/life?

To be more pro-active in my career and to make the change I need to happen.

Do you stay in contact with anyone from your class?

Yes, several people. There were only three of us in the class from the Cleveland area. One of them has since moved out of state and I have become friends with the other, whom I see on at least a monthly basis. I do not reach out as often to the others, but we have communicated about reunions. I think we all connected

with each other on LinkedIn and keep up with each other's careers that way.

What piece of advice would you give to someone who is just beginning the Leadership Institute or who is considering applying?

It was a wonderful experience. Go into it without expectations, be open and receptive to change, and get to know your classmates – you're all in it as a team.

How did participating in the Leadership Institute change you and/or make you better?

It gave me more confidence in social settings, made me more comfortable speaking in front of others, and helped me understand how to relate to others' personalities a little better.

Where do you work?

Seeley Savidge, Ebert & Gourash Co., LPA, in Westlake, OH.

Do you specialize or have a niche?

I do a wide range of litigation – mostly defense, but occasionally on the other side of the “v.”

If you weren't a lawyer, what would you be?

Because of the time period during which I grew up and where I was raised, I probably still would be in the legal profession, just more in the administrative side of things. If I were raised in today's world, however, with a better understanding of contributions women have made to the sciences, I would probably be doing something remarkable at NASA.

What is your dream job?

Lawyer. What can I say, but I love my job!

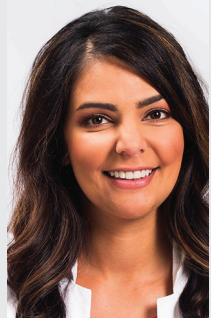
What would you like to tell us about yourself (i.e. your family, hobbies, etc.)?

Anyone who knows me knows I'm a total geek/nerd. I wear it proudly, and it is who I am. It led me to meet my husband and has provided me with many friendships and connections along the way.

Is there anything else you'd like to share?

I am very happy I took the time and overcame the challenges to attend the Leadership Institute; it was well worth it!

Congratulations!



Congratulations to **Stephanie Hanna** for being selected as a Ms. JD 2019 Writer in Residence! Her column, Take the Work Out of Networking, will run in Ms. JD this month and will run the duration of 2019. Ms. JD is a nonprofit, nonpartisan organization dedicated

to the success of aspiring and early career women lawyers. You can access the column here: <https://ms-jd.org/blog/>. Hanna's article was also featured in the Winter 2019 Issue of the OWBA Newsletter (<http://owba.org/newsletterarchive>).

100



Years
of Leading
with Style

May 23, 2019

5:00 – 8:00 PM

The Backstage Event Center

Cost:
\$35 non-member
\$25 members

Register at www.owba.org/events

Sustaining Members

Randal Sue Bloch

Randal S. Bloch, Esq.

Claudia Herrington

JobsOhio

Helen Mac Murray

Mac Murray & Shuster

Denise Platfoot Lacey

University of Dayton
School of Law

Magistrate Judge
Stephanie Bowman

U.S. District Court,
Southern District of Ohio

Valoria Hoover

Ohio Attorney General's
Office

Catherine B. Martineau

MacMillin Sobanski &
Todd, LLC

Kari Roush

Mac Murray Law Group

Sherri Dahl, Esq.

Thirty-One Gifts

Lisa Kathumbi

Bricker & Eckler

Marilyn McClure-Demers

Nationwide Insurance

Grace Royalty

U.S. District Court,
Southern District of Ohio

James Flynn

Bricker & Eckler LLP

Aneca Lasley

Squire Patton Boggs

Jean McQuillan

Case Western Reserve
University, School of Law

Michele Shuster

Mac Murray & Shuster

Amanda Gatti

Buckingham, Doolittle &
Burroughs, LLC

Rachel Lawless

Nationwide Insurance

Lisa Messner

Mac Murray & Shuster

Carrie Starts

Reminger Co, LPA

Melissa Graham-Hurd

Melissa Graham-Hurd &
Associates, LLC

U.S. Magistrate Judge
Karen Litkovitz

U.S. District Court,
Southern District of Ohio

Betty Montgomery

Montgomery Consulting
Group

Patricia Walker

Walker & Jocke Co., LPA

Nita Hanson

Dinsmore & Shohl LLP

Sandy Lynskey

Mac Murray & Shuster

Susannah Muskovitz

Muskovitz &
Lemmerbrock, LLC

Linde Webb

Lydy & Moan, Ltd.

New OWBA Members (as of March 1, 2019)

Amanda Barreto

Wickens Herzer Panza

Kimberly Mayhew

Fifth Third Bank

Erin Reinke

The Ohio State University
Moritz College of Law

Erica Wellman

The Ohio State University
Moritz College of Law

Ariana Bowles

AlerStallings

Ann Marie O'Brian

Akron Municipal Court

Kelli Stiles

Nationwide Insurance

Rachel Wilhite

Blank Rome, LLP

Nichole Hamsher

University of Akron School
of Law

Lindsey Ohlman

The Wendy's Company



OWBA board members

President

Tara Aschenbrand

President-Elect

Lisa Whittaker

Vice President

Justice Mary DeGenaro

Secretary

Judge Noceeba Southern

Treasurer

Sherri Dahl

Immediate Past President

Lisa Kathumbi

Executive Director

Kimberly Fantaci

Trustees

Beth Naylor

Erin Rhinehart

Nancy Sabol

Judge Marie Hoover

Carolyn Davis

Ava Rotell-Dustin

Judge Michelle Miller

Mary Catherine Barrett

Judge Katarina Cook

Catherine Strauss

Mary Jane Trapp

Melissa Schuett

Karen Adinolfi

Lindsey D'Andrea

Rachel Gibson

Meghan Hill

Jennifer Battle

Past Presidents

Pamela Nagle Hultin (92-93)

Mary Lynn Readey (93-94)

Barbara J. Smith (94-95)

Linde Hurst Webb (95-96)

Laura A. Hauser (96-97)

Kirsti Talikka Garlock (97-98)

Maria A. Kortan-Sampson (98-99)

Jami S. Oliver (99-00)

Helen MacMurray (00-01)

Debra J. Horn (01-02)

Suzanne M. Nigro (02-03)

Michelle J. Sheehan (03-04)

Halle M. Hebert (04-05)

Monique B. Lampke (05-06)

Pamela D. Houston (06-07)

Susan E. Peterson (07-08)

Michele A. Shuster (08-09)

Lisa R. House (09-10)

Valoria C. Hoover (10-11)

Jennifer Breech Rhoads (11-12)

Michelle Proia Roe (12-13)

Mag. Judge Stephanie K. Bowman (13-14)

Claudia S. Herrington (14-15)

Grace Royalty (15-16)

Marilyn McClure-Demers (16-17)

Lisa Kathumbi (17-18)

News

The Honorable Yvette McGee Brown selected as the American Red Cross' Humanitarian of the Year



Congratulations to Judge Brown for being selected as the American Red Cross' 22nd Annual Humanitarian of the Year! This honor recognizes local individuals or groups whose efforts and accomplishments have made the community a better place to live and work. Judge Brown was honored on Wednesday, March 13 at the Annual Humanitarian of the Year Luncheon.

Judge Brown's humanitarian spirit has been evident since she was first elected to the Franklin County Court of Common Pleas,

Domestic Relations and Juvenile division in 1992. As lead Juvenile Court Judge, she led the creation of the Family Drug Court and the SMART Program, a truancy and education neglect intervention program. She served on the Common Pleas Court until 2002, when she retired from the bench to create the Center for Child and Family Advocacy at Nationwide Children's Hospital. The Center is a multi-disciplinary child abuse and family violence organization that services children and families experience abuse.

Judge Brown is also a trailblazer, with a series of firsts: She was the first African-American woman elected to the Franklin County Common Pleas Court; she was the founding president of the Center for Child and Family Advocacy at Nationwide Children's Hospital; and, in January 2011, she became the first African-American woman to serve as a Justice on the Supreme Court of Ohio. She is presently a partner at the global law firm of Jones Day specializing in litigation and appeals.

This article was originally posted at www.redcross.org. ■

Follow us on Social Media

The OWBA and OWBF can be found on Facebook, Twitter and LinkedIn. Join our groups, like us and connect to us to share information and connect with women attorneys across Ohio.



<http://www.facebook.com/OhioWomensBarAssociation>



<http://www.facebook.com/ohioWBF>



<http://www.twitter.com/OWBA>



<http://www.twitter.com/OhioWBF>



<http://www.linkedin.com/Group/OhioWomen'sBarAssociation>