



WHAT LAWS WILL I VIOLATE THIS YEAR?

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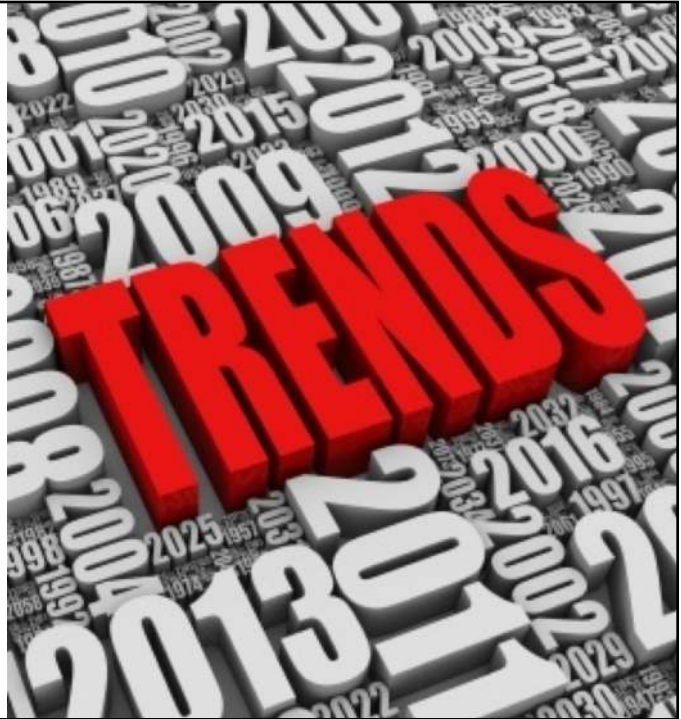
WELCOME BTA'S FALL COLORS



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TRENDS

- Consolidation
- Private Equity Investment



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SHOW ME THE MONEY

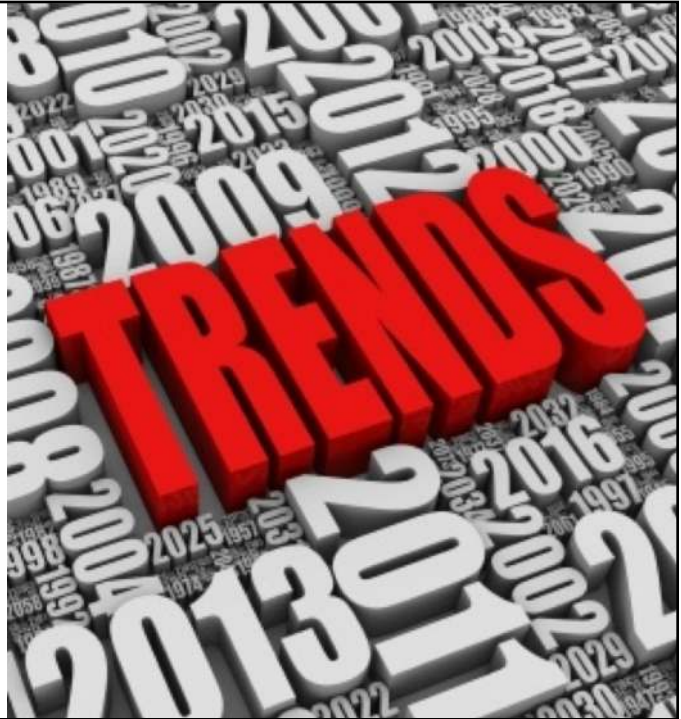


- Dealers Buying Dealers
- Manufacturers
- Dex-Staples-Sycamore Partners
- Xerox Business Systems
- Flex Technologies-Oval Partners
- Marco-Wells Fargo
- Novatech-Trivest Private Equity
- Visual Edge
- UBEO-Sentinel Capital Partners

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TRENDS

- Consolidation
- Private Equity Investment
- Dealer Trust v. Brand Identification
- Supplier Reorganization/Focus



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RE-FOCUS



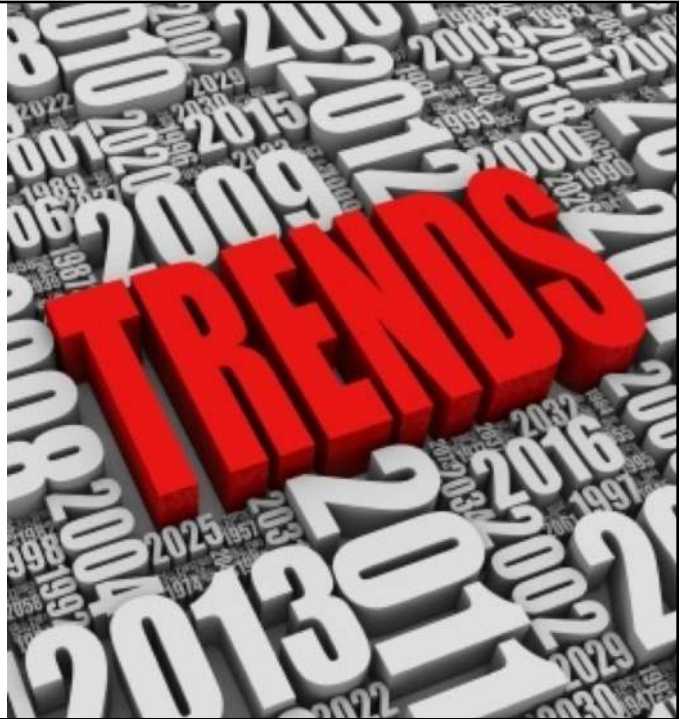
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- Ricoh
SMB Base Sale
- Konica
All Covered, Muratec,
MWAI, One Rate
- Xerox
Global
Acquisitions
- HP/Xerox

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TRENDS

- Consolidation
- Private Equity Investment
- Dealer Trust v. Brand Identification
- Supplier Reorganization/Focus
- Software Driven
- Generational Changes
- Hardware To Data Collection
- Direction Is Workflow



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THREATS

- Declining Pages
- Sophisticated/Educated Purchasers
- Employees
- Qualified Technicians
- Reduced Margins
- Difficult Growth
- Consolidation
- Equipment Reliability
- Demographics



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THREATS

- Vendor Meetings
- Supplier As a Competitor
- Pricing
- Tariffs
- Competitive Supplies
- Performance Compensation
- End User Control
- Commission Reductions

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PROCEED CAUTIOUSLY

- Education, Not Legal Degree
- Areas of Caution
- CDA Legal Benefit



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COMPLIANCE

July 2019

- D.C. paid family leave payroll tax begins on July 1. Benefits effective July 1, 2020.
- Cook County towns and villages opt into Cook County paid sick leave law effective July 1.
- New Jersey expands coverage of paid family leave program to employers with 30 or more employees effective July 1.
- Washington salary history ban effective July 27.

August 2019

- Dallas and San Antonio paid sick leave laws effective August 1.

September 2019

- Colorado ban the box law effective September 1.
- Maine pregnancy accommodation law effective September 18.

October 2019

- Massachusetts paid family and medical leave deductions delayed to October 1.

2020

- Illinois legalizes recreational marijuana effective January 1.
- Washington paid family leave law benefits available starting January 1.
- Duluth, Minnesota paid sick leave law effective January 1.
- Nevada paid sick leave law effective January 1.
- Oregon Employer Accommodation for Pregnancy Act effective January 1.
- New York City ban on pre-employment testing for marijuana effective May 10.
- California extends paid family leave benefits from 6 to 8 weeks effective July 1.
- New Jersey expands paid family leave benefits effective July 1.
- Washington state requirements to prevent and track workplace violence at medical facilities effective July 1.

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BOB WAS ASKED RECENTLY ON LEGAL HOTLINE?



- Sales Recruitment
- Website Accessibility
- Backlash Against Non-Competes
Non-Solicitation/Confidentiality
- Marijuana Testing
- Auto-Renewal Laws
- Paid Leave Requirements
- Compensation History

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ASKED RECENTLY

- Trust



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June 28, 2019

Bob,

I am one of the owners of an Independent Dealership. We have been a member of BTA since the early 1980s.

We represent a number of vendors including Sharp, Kyocera, Riso, Brother and MBM. There are three principals in our business and I am phasing out into retirement over the next 3 1/2 years.

But now one of my partners and I appear to have stumbled onto a major problem involving the third partner and possibly one of my technicians.

The issue involves the excessive use of the one company AMEX card that we are aware of and as many as three other cards that we did not know existed over many years to fund an extravagant lifestyle and possibly to partially comp the suspected technician. As you have probably already guessed, this partner also acts as the CFO so to speak and I have trusted him to do the right thing over our 27 year tenure together. We have gathered absolute proof of this overspending as well as his elaborate system to cover himself and documented as much as possible.

This goes deeper and seems to involve the payment of personal credit cards through the business. Of course the voluminous rewards points accumulated over time based on these improper transactions are regularly redeemed by the same as well.

In addition, we hired this fellow's wife at least ten years ago as a part time telemarketer. Over the years he has quietly raised her salary while paying her commissions on sales that he made as an owner (we do not take commissions). He made these decisions without discussion and kept no commission statements.

I am quite confident that the sum total of misappropriated funds is in the six figures and likely more than I dare think about. I am outraged at him and disgusted with my own trusting nature but that is water over the dam now. I need to stop the bleeding and you are my first contact for advice.

I can be reached at this email address or on my cell. Please do not call the office for obvious reasons. Any advice you can give me would be much appreciated. Thank you.

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ASKED WEEK BEFORE CEO MEETING

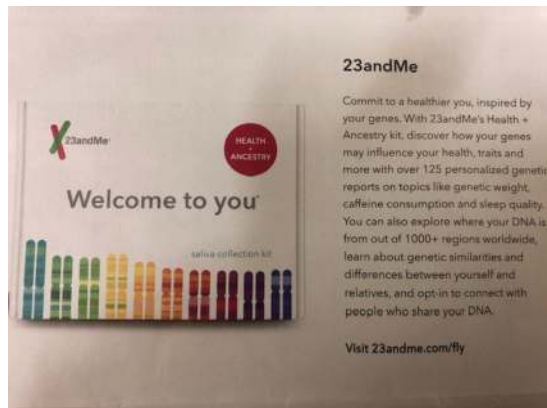
- Trust
- Non-Disclosure Agreements
- Severance Agreements
 - Protected Areas
 - Specific Language
 - Time To Review
 - Re-Draft
 - New Time-Employee
- Previous Contracts
- Health Benefits
 - Company Policy
 - COBRA



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ASKED WEEK BEFORE CEO MEETING

- Trust
- Non-Disclosure Agreements
- Severance Agreements
- Medical Exam
 - Genetic Screening



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ASKED WEEK BEFORE CEO MEETING

- Trust
- Non-Disclosure Agreements
- Severance Agreements
- Medical Exam
 - Genetic Screening
- Security



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ASKED WEEK BEFORE CEO MEETING

- Trust
- Non-Disclosure Agreements
- Severance Agreements
- Medical Exam
 - Genetic Screening
- Security
- eSignature



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WORDS TO REMEMBER

- Knowingly
- Material
- Substantially
- Reasonable
- Solely
- Not Unreasonably Withheld
- Fair, Equitable & Ethical
- Undisputed
- Best of Its Ability



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LIMITATION OF LIABILITY

LIMITATION OF LIABILITY. Dealer agrees that Supplier/Solution Provider's liability for any damages or injuries suffered by Dealer, Subscribers, or Users, whether based on a breach of contract or warranty, claim of negligence, misrepresentation or other tort, or on any other legal or equitable theory, will be limited to **the lesser of \$2,500 or the amount of subscription fees actually paid by the affected Subscriber pursuant to the subscription agreement.** Under no circumstances will Supplier/Provider be liable for any special, incidental, or consequential damages (including loss of profits, information, data). No action may be brought more than one year after the claim arose.

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NO WARRANTIES

NO WARRANTIES. To the maximum extent permitted by applicable law Supplier/Provider disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Supplier further disclaims any warranty that services or support will be uninterrupted, error-free or free from harmful components or that any content will not be lost, misappropriated, corrupted or damaged. Any warranty against infringement that may be provided in Section 2-313(3) of the Uniform Commercial Code is expressly disclaimed.

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"AS IS"

Notwithstanding anything to the contrary, Dealer is not liable for any delay in delivery or unavailability of third party applications ordered by or on behalf of Customer and Dealer disclaims all warranties, express or implied, including implied warranties of non-infringement, merchantability, and fitness for a particular purpose related to such third party applications. All such third party applications are provided by Dealer "AS IS" and "AS AVAILABLE".

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FEES/AVAILABILITY

DEALER may pass through any increase in fees from Third Party Providers. CUSTOMER shall reimburse DEALER for any Third Party Provider fees or charges incurred by DEALER on behalf of CUSTOMER. DEALER may increase the rates herein due to increases in **fuel, supplies, parts, tariffs, or any other third party product**. The continued availability of Third Party Applications is not within the control of DEALER and CUSTOMER therefore agrees that DEALER may cancel and cease to provide any Third Party Applications with a minimum of fifteen (15) days prior notice at any time without liability to CUSTOMER. In case of cancellation, DEALER will reasonably assist CUSTOMER in identifying an alternative provider of the Third Party Applications.

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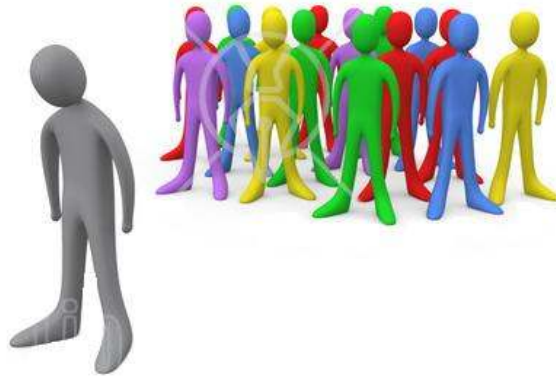
NON-SOLICITATION

Non-Solicitation of Employees. Customer/Supplier acknowledges that Dealer is involved in a highly strategic and competitive business. Customer/Supplier further acknowledges that Customer/Supplier would gain substantial benefit and that Dealer would be deprived of such benefit, if Customer/Supplier were to directly hire any personnel employed by Dealer. Except as otherwise provided by law, Customer/Supplier shall not, without the prior written consent of Dealer, solicit the employment of Dealer's personnel during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. If a Dealer employee shall come to work for Customer/Supplier during said period, Customer/Supplier agrees to pay Dealer the sum equal to that **employee's total compensation, including benefits, for the previous twelve (12) months.**

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HARASSMENT

- On Site/Off Site
- #Me Too #You Too
- Verdicts High
- No Longer “Guys Being Guys”
- Media Education
- Statistics:
 - 60% Women Unwanted Sexual Conduct.
 - 58% LGBT Harassed.
 - 70% Racial Ethnic Harassment.
 - 20% Disability Harassment.
 - 25% Age Based Harassment



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CURRENT CONDITIONS



- Zero Tolerance
- Training Legislated
- NDA Prohibited
- Tax Treatment
- Written Policy Statement

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**EQUAL EMPLOYMENT OPPORTUNITY AND SEXUAL
AND OTHER HARASSMENT**

It is [COMPANY NAME]'s policy to afford equal opportunity in employment, and to administer its employment practices in a manner which facilitates employment opportunities for all persons. [COMPANY NAME] is dedicated to fulfilling this policy with respect to hiring, placement, promotion, layoff, granting of benefits, disciplinary action and all other employment decisions.

The Company believes that all employment decisions should be based on bona fide occupational qualifications. All employment decisions are made without regard to race, color, age, creed, sex, religious affiliation, national origin, ancestry, marital status, citizenship, disability unrelated to job performance, genetic test results, service in the United States Armed Forces, or any other category protected by federal, state or local employment laws.

The Company will also make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This aspect of this policy governs all facets of employment, including selection, job assignment, compensation, discipline, employment termination and access to benefits, training and other employment opportunities.

All employees have a right to work in an environment free of harassment, either verbal or physical, that is based on sex, age, ancestry, race, national origin, religion, disability, citizenship, marital status, veteran status, genetic test result or any other basis protected by law. In keeping with this commitment, the Company will not tolerate harassment of our employees by anyone, including any immediate supervisor, member of upper management, co-worker, vendor, or customer of [COMPANY NAME].

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While it is not always easy to define harassment, it certainly includes conduct (either verbal or physical) that substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. It does not matter whether the conduct is a statement, a writing, a gesture, a noise, an act, an omission, a picture or graph, an e-mail or electronic file, a joke, an alleged or proven fact or anything else. Isolated verbal comments, ethnic slurs, racial epithets, abusive language, degrading comments, sexual flirtation or innuendo, swearing and use of slang descriptions may constitute harassment, particularly when such conduct continues over a period of time. All that matters is that the statement or conduct is unwelcome and that it has, to some degree, a discriminatory meaning or implication.

Sexual harassment deserves special mention. Sexual harassment includes, but is not limited to:

- Unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a sexual nature;
- Any statement or implication that a individual's submission to or rejection of such sexual conduct could be used as a condition of employment, or as the basis for any employment decision affecting such individual; and
- Any conduct, whether physical or verbal, which has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive work environment. This includes but is not limited to slurs, jokes or degrading comments of a sexual nature; offensive sexual flirtation, advances or propositions; leering, whistling, or obscene gestures; abuse of a sexual nature; sexually oriented "kidding" or "teasing;" unwanted physical touching, such as patting or pinching another's body; and the display in the workplace of sexually suggestive printed or visual materials, objects or pictures.

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ANYONE WHO FEELS THAT HE OR SHE HAS BEEN DISCRIMINATED AGAINST, OR IS A VICTIM OF SEXUAL OR OTHER HARASSMENT, MUST IMMEDIATELY REPORT IN WRITING ALL SUCH DISCRIMINATION AND ALL INCIDENTS OF HARASSMENT TO YOUR IMMEDIATE SUPERVISOR OR DEPARTMENT MANAGER, OR, IF EITHER OF THESE PEOPLE ARE THE SUBJECT OF THE COMPLAINT, TO THE PRESIDENT.

If you feel comfortable doing so, you are also encouraged to informally discuss and attempt to resolve any such problem with the person who is discriminating or creating the harassment. Alternatively, we encourage you to invoke [COMPANY NAME]'s Formal Grievance Procedure. No employee will be subject to any retaliation for making any complaint of discrimination or harassment. If you believe that you are being subjected to retaliation, we ask that you report the retaliatory conduct in the same manner that you would report discrimination or harassment.

AGAIN, YOUR NOTIFICATION OF ANY ALLEGED DISCRIMINATION, HARASSMENT OR RETALIATION IS ESSENTIAL TO THE COMPANY. WE CANNOT HELP RESOLVE SUCH PROBLEMS UNLESS WE KNOW ABOUT THEM.

All such complaints will be promptly and thoroughly investigated, and [COMPANY NAME] will determine whether the conduct complained of constitutes discrimination, harassment or retaliation based on a review of all of the facts and circumstances of each situation. All efforts will be made to ensure the confidentiality of the complaint; however, information, including the identity of the individual lodging the complaint, may be divulged in order to fully investigate the matter or comply with applicable law.

All of [COMPANY NAME]'s employees are responsible for assuring that our work environment is free of sexual or other harassment, and from discrimination and retaliation. Therefore, each and every employee is responsible for the application of this policy within their area, cooperating with any ongoing investigation, and to conduct themselves in a manner consistent with the spirit and letter of this policy. Employees who are aware of any harassing, discriminatory, or retaliatory conduct should report it to their immediate supervisor or department manager. Any violation of this Equal Employment Opportunity And Sexual And Other Harassment Policy will not be tolerated, and may result in disciplinary action, up to and including the termination of employment. An individual who makes an accusation that is found not to be substantiated ordinarily will not be penalized for making such an accusation, as long as it was made in good faith. However, where a person makes an accusation that is knowingly and willfully false, that individual will be subject to disciplinary action.

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IT ISN'T JUST SEX

STATUS

- Race
- Color
- Sex
- Religion
- National origin
- Sexual Orientation
- Marital & Domestic Partnership
- Age
- Disability
- Pregnancy
- Veteran Status

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PRECAUTIONS

- Complaint Form
- Employee Training
- Rights & Responsibilities Poster
- Enforce By Example
- Lack of Response=Ratification
- Apply Rules Consistently
- Monitor Workplace
- Punitive Damages



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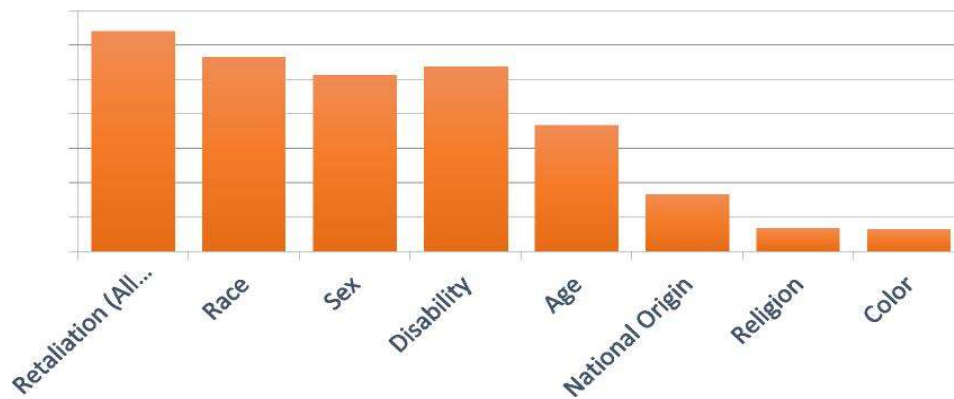
WE'VE BEEN SUED



- Costly Litigation
- Time Consuming & Stressful
- Depositions
- Discovery (Email/Messages)
- Negotiations
- Adverse Public Relations
- Family Relation Issues
- Potential Personal Liability

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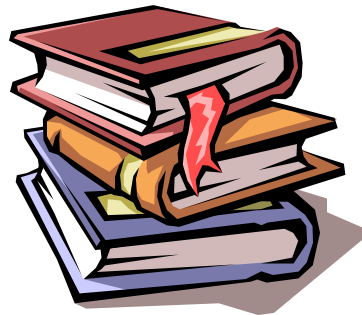
EEOC STATISTICS BY CATEGORY



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EMPLOYMENT AGREEMENT/POLICIES

- Protection of Confidential Information
- Non-Compete
- Non-Solicitation
- Non-Disclosure



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TRADE SECRETS



- DEFEND TRADE SECRETS ACT
- STATE TRADE SECRETS ACT
- SEIZURE V. INJUNCTION
- DAMAGES
- WHISTLEBLOWER IMMUNITY

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QUESTIONS ????



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