SEYFARTH SHAW LLP
ATTORNEYS

Massachusetts Employment & Labor Law Report

Online Edition | Vol. VIII, No. 1 | March 2007

Previous Service Can Count Toward FMLA Twelve Month Requirement

In a case of first impression, the U.S. Court of Appeals for the First Circuit held that notwithstanding a significant break in service, an employee may accumulate periods of employment to satisfy the Family and Medical Leave Act's (FMLA) eligibility requirement of employment with the employer for at least twelve months.

Kenneth Rucker worked as a car salesman for Lee Auto Malls in Maine for five years. Rucker left Lee, only to rejoin the company five years later. Just seven months after rejoining Lee, Rucker ruptured a disc in his back. Over the next month and a half, he received medical treatment for his injury, and during that time, missed many days of work because pain prevented him from working. Several months later, Lee terminated Rucker's employment while he remained out on medical leave. Rucker sued Lee claiming that the company terminated his employment for taking medical leave to which he was entitled, in violation of the FMLA.

The issue facing the Court in *Rucker v. Lee Holding Co.* was whether Rucker was an "eligible employee" under the FMLA when he took medical leave. The FMLA provides that an "eligible employee" is entitled to leave for, among other things, "a serious health condition" that prevents him from performing "the functions of [his] position." An "eligible employee" has been employed (1) for at least twelve months by the employer from whom leave is requested, and (2) for at least 1,250 hours of service with that employer during the previous twelve month period. The parties did not dispute that Rucker had worked at least 1,250 hours since rejoining Lee. Including his prior five year period of employment, Rucker claimed that he had worked for Lee for more than twelve months. In response, Lee filed a motion to dismiss claiming that Rucker was not an "eligible employee" because his remote prior

See "Previous Service," page 2

Workers at Nearby Site of Parent Do Not Count to Establish FMLA Entitlement

In another recent case interpreting FMLA eligibility requirements, the First Circuit held that the employees of a parent company did not count in determining whether a subsidiary located nearby had sufficient employees to trigger the FMLA.

The FMLA applies to employees working for an employer that has fifty or more employees within seventy-five miles of the employee's workplace. The plaintiff in *Engelhardt v. S.P. Richards Co.* worked for Richards, an office supply wholesaler, at a facility in New Hampshire that employed fewer than fifty employees. Richards is a wholly-owned subsidiary of an auto parts retailer, Genuine Parts Co., which has a facility with more than fifty employees located in the same city. Richards fired Engelhardt after she took time off, for the third time and without authorization, to care for her daughter who suffered from depression and had attempted suicide. Engelhardt claimed that she was eligible for protection under the FMLA.

In affirming summary judgment for the employer, the First Circuit found Engelhardt ineligible for FMLA benefits because Richards did not employ fifty employees. The Court further held that Richards and Genuine were not a single employer for purposes of determining whether the fifty-employee threshold had been met. The Court analyzed the "integrated employer" test established by FMLA regulations, which was designed to prevent employers from structuring their work sites to avoid labor laws. In the FMLA context, the First Circuit concluded that the test calls for consideration of four equally-weighted factors: common management, interrelation of operations, centralized control of labor relations, and common ownership. The Court acknowledged that Richards had adopted Genuine's employment policies, and that its logos appeared on Richards's handbooks and other documents.

See "Subsidiary," page 2

"Previous Service," cont'd from page 1

employment could not be counted toward satisfying the FMLA's twelve month requirement. The U.S. District Court for the District of Maine agreed and granted Lee's motion to dismiss.

The First Circuit reversed on appeal. The Court held that the language of the FMLA is ambiguous as to whether previous periods of employment count toward the twelve month eligibility requirement. Relying on regulations promulgated by the U.S. Department of Labor (DOL), however, the First Circuit held that previous periods of employment do count. The DOL filed an amicus curiae brief taking the position that a break in service of over five years would be at the "outer bounds of what is permissible" when counting prior service. The Court expressly declined to apply a temporal limitation to breaks in service.

Employers should be aware that employment need not be continuous to satisfy the FMLA's twelve month eligibility requirement. It remains to be seen, however, whether a gap in service longer than five years will interrupt an employee's ability to count prior service.

"Subsidiary," cont'd from page 1

Genuine also issued Richards's paychecks and administered its employee benefits programs. Nevertheless, the Court did not consider this interrelationship to reflect common management or operations. Rather, these connections merely established that Richards capitalized on the economic advantage of obtaining services from its parent rather than a more costly vendor. Because the companies did not share management, headquarters, recordkeeping, or labor relations controls, and because they had completely unrelated businesses, the Court concluded that they were not an integrated employer.

The decision reflects the Court's recognition that the FMLA's fifty employee threshold is an "economic" exception, meant to protect small businesses from the statute's "onerous requirements." It clarifies that small companies will not lose their FMLA exemption simply by being a subsidiary of a larger company with nearby operations.

USERRA Places Burden of Proof on Employer

In *Velazquez-Garcia v. Horizon Lines of Puerto Rico*, a timely case of first impression, the First Circuit confirmed an employer's heavy burden in cases alleging discrimination based on military service. The Court held that the statutory language and legislative history of the Uniform Services Employment and Reemployment Act (USERRA) make clear that once an employee shows that his military service was a "motivating" factor driving the employer's adverse action, the employer bears the burden of bringing forth evidence and proving, by a preponderance of the evidence, that it would have taken the same action regardless of the plaintiff's military service.

Horizon Lines of Puerto Rico hired Carlos Velazquez-Garcia as a marine supervisor in 1999. In 2002, Velazquez enlisted in the Marine Corps as a reservist. He thereafter regularly missed work for military training. Because Velazquez worked weekends, his training often required him to reschedule his shifts. Velazquez's superiors complained and pressured him about the rescheduled shifts, and co-workers referred to Velazquez as "G.I. Joe," "little lead soldier," and "Girl Scout."

Throughout the training, Horizon paid Velazquez's salary. But when Velazquez returned to work, Horizon deducted from his paycheck the amount necessary to offset his military income for those days when he received both military and civilian pay. By September 2004, Horizon had fully recouped the salary it paid Velazquez for the days he attended military training.

Seven months earlier, Velazquez had seized an opportunity arising out of Horizon's decision to cease paying its employees in cash. He began cashing the checks of co-workers, in Horizon's parking lot. In September 2004, Horizon fired Velazquez for cashing checks for a fee, claiming this conduct violated its Code of Business Conduct. Velazquez sued, alleging that Horizon violated USERRA by firing him because of his military service.

In Velazquez, the First Circuit adopted the burden-shifting construct first articulated in *NLRB v. Transportation Management Corp.*, which departs from the burden-shifting typically employed in Title VII discrimination cases. Under the familiar *McDonnell Douglas-Burdine* paradigm, a Title VII plaintiff who relies on circumstantial evidence of discrimination must establish a prima facie case and, in response, the employer need only *produce* "some legitimate, nondiscriminatory reason" for its decision. The burden then shifts back to the *employee* to prove that the stated reason was a pretext.

In contrast, under *Velazquez*, once an employee establishes a prima facie case, an employer defending against a USERRA claim must *prove* that its stated reasons were non-pretextual and that it would have made the same decision regardless of the employee's status in the military. In this instance, the Court found that the remarks about Velazquez's military service and timing of his termination in relation to Horizon's recoupment of salary created a factual dispute for a jury to decide. Specifically, the Court determined that a jury must consider whether Horizon would have fired Velazquez for violating the Code, regardless of his military service, where it had not warned Velazquez to stop check-cashing, or provided him a copy of the Code, or terminated others for similar infractions of the Code. The decision emphasizes that employers bear a higher burden of proof and persuasion when defending USERRA cases, making these cases more difficult for employers to defend.

Shareholder-Director May Be "Employee" Under the ADA and Title VII

The First Circuit recently held that shareholder-directors of a close corporation may be considered employees for purposes of determining whether a corporation is a covered employer under certain anti-discrimination laws. In *De Jesus v. LTT Card Services, Inc.*, the appellate court determined that the District Court, based on the record before it, erred in concluding that the shareholder-directors were not employees.

Lenda De Jesus alleged that after she announced her pregnancy, LTT subjected her to harassment and a hostile work environment that ultimately led to her constructive discharge. De Jesus sued LTT, alleging, among other claims, violations of Title VII and the Americans with Disabilities Act (ADA). LTT moved to dismiss both claims arguing that, by definition, it was not an "employer" under either statute because it did not have "fifteen or more employees."

After the District Court denied the motion, LTT filed a second motion to dismiss to which it attached payroll records. LTT did not list two shareholder-directors as employees, relying on several cases that held that shareholder-directors who manage and own the business should be excluded from the payroll. These decisions hold that such shareholder-directors are proprietors, not employees under Title VII. The District Court ruled in LTT's favor dismissing the Title VII and ADA claims.

On appeal, the First Circuit applied a hybrid test derived from two Supreme Court cases, *Walters v. Metropolitan Educational Enterprises, Inc.* (dealing with Title VII) and *Clackamas Gastroenterology Associates v. Wells* (dealing with the ADA), to determine whether LTT met the fifteen employee threshold. Under *Walters*, Title VII's fifteen employee test requires application of the payroll method followed by analysis of traditional agency principles to define "employer" and "employee." Under *Clackamas*, when shareholder-directors are involved, the ADA's inquiry calls for consideration of six factors derived from the U.S. Equal Employment Opportunity Commission (EEOC) Compliance Manual: (1) whether the organization can hire or fire the individual or set rules and regulations on the individual's work; (2) whether and, if so, to what extent, the organization supervises the individual's work; (3) whether the individual reports to a superior in the organization; (4) whether and, if so, to what extent, the individual is able to influence the organization; (5) whether the parties intended that the individual be an employee, as expressed in written agreements or contracts; and (6) whether the individual shares in the profits, losses, and liabilities of the organization. Without expressly holding that the test has application beyond the ADA, the Supreme Court noted that the EEOC's guidelines were intended to govern Title VII, the ADA, and the Age Discrimination in Employment Act.

The First Circuit held that *Clackamas* applies to close and professional corporations, and to Title VII and ADA claims. Because LTT chose the payroll method as its sole battleground, and *Walters* makes clear that application of that method alone does not warrant entry of summary judgment, the First Circuit vacated the judgment and sent the matter back to the District Court to determine whether LTT also had met its burden under *Clackamas*.

The decision is significant for smaller employers and closely held corporations because it clarifies the multifaceted test that applies to determine coverage under anti-discrimination laws.

Handicap Discrimination Claim Not Preempted by LMRA

In *Butler v. Verizon New England, Inc.*, the Massachusetts Appeals Court reversed a judgment of dismissal, finding that § 301 of the federal Labor Management Relations Act (LMRA) did not preempt a handicap discrimination claim under Chapter 151B where the claim was not "inextricably intertwined" with a collective bargaining agreement (CBA).

Patricia Butler, a Verizon technician and union member, was diagnosed with multiple sclerosis in 1989. When Verizon relocated Butler's work group from Lowell, Massachusetts, to Manchester, New Hampshire, in October 2002, Butler asked Verizon not to transfer her because her illness prevented her from driving long distances. Verizon denied that request, but it modified Butler's work schedule so she could commute with a co-worker.

In May 2003, Butler retired because she feared that absences from work would make her vulnerable to termination, depriving her of certain benefits. Butler then commenced an action alleging that Verizon violated Chapter 151B by failing to provide her with a reasonable accommodation. Verizon successfully moved to dismiss Butler's claim on the ground that it was preempted by § 301 of the LMRA because the claim directly and unavoidably implicated numerous provisions of the CBA between Verizon and Butler's union.

On appeal, the Appeals Court considered whether Butler's discrimination claim asserted a nonnegotiable state law right independent of the CBA or whether the claim was "inextricably intertwined" with that agreement. Butler argued that a CBA's language must be clear and unmistakable in order to supersede an employee's statutory right to pursue claims of employment discrimination or to proceed in a judicial forum. Verizon argued that Butler's requested accommodation implicated company-wide workforce adjustments that were specifically addressed in the CBA. According to Verizon, because Butler's requested accommodation would require Verizon to violate the CBA, it was not only unreasonable but "inextricably intertwined" with the CBA's workforce adjustment provision, and therefore preempted.

The Appeals Court rejected both arguments. Instead, it found that Butler's state law claim for discrimination was not preempted because its resolution did not require interpretation of the CBA. The Court found that while analysis of the handicap discrimination claim might involve an analysis of whether Butler's proposed transfer accommodation implicated the CBA's workforce adjustment provision, that fact did not render her handicap discrimination claim *dependent* upon analysis of the CBA. The Court noted that "even if dispute resolution pursuant to a [CBA], on the one hand, and state law, on the other, would require addressing precisely the same facts, as long as the state-law claim can be resolved without interpreting the agreement itself, the claim is 'independent' of the agreement for § 301 preemption purposes." In particular, the Appeals Court found that even though Verizon might use the seniority or other provisions of the CBA to address the reasonableness of the accommodation Butler sought, her claim was not so "inextricably intertwined" with the CBA as to be preempted.

While the Appeals Court's analysis reflects a narrow reading of preemption under § 301, its decision appears to suggest that in determining the reasonableness of a requested accommodation, the court can consider whether it requires a unionized employer to violate the terms of the parties' CBA.

Attorney-Client Privilege at Risk When Communicating via Company E-Mail

Recently, several Massachusetts courts have tackled the issue of employer access to employee e-mails sent via an employer-provided computer. In *TransOcean Capital, Inc. v. Fortin*, the Massachusetts Superior Court further explained when an employer's Internet usage policy entitles the employer to information contained within an otherwise privileged e-mail.

During Fortin's tenure with TransOcean, he took steps that TransOcean's Vice President thought might be in breach of his duties to the Company. At the VP's insistence, Fortin sought the advice of an attorney. He communicated with his attorney using his TransOcean e-mail account on his TransOcean computer. When TransOcean learned the extent of Fortin's activities, it brought suit against him and argued that Fortin's e-mails with his attorney were discoverable based on TransOcean's computer usage policy.

To determine whether Fortin received fair warning that TransOcean could read e-mail sent to his attorney through its e-mail system, the Court applied the standard established just a few months earlier in the *National Economic Research Associates, Inc. v. Evans* case. In *Evans*,

the Court held that if a company's manual plainly warned that the company's network administrators might monitor e-mails sent via the company network, an employee could not reasonably expect to communicate in confidence with his attorney using his company e-mail address (as opposed to a personal account) on the company's computer system.

Because TransOcean did not have a manual of its own, it argued that the manual of TriNet Group, the firm that handled TransOcean's human resources matters, applied to Fortin. TriNet's manual included clear disclaimer language expressly warning that the Company "may monitor use of any systems and equipment to ensure proper usage." The Court found that such disclaimer language would have been sufficient to warn Fortin, but held that TransOcean had not explicitly or implicitly adopted TriNet's manual because it failed to inform its employees that it was adopting TriNet's manual, and neither invited them to review the manual online nor distributed hard copies. The Court held that Fortin could not have reasonably anticipated that his e-mail communications via his TransOcean e-mail account on TransOcean's computer would be monitored by TransOcean.

To create enforceable Internet usage policies, employers should specifically identify the information that they intend to monitor, and should circulate clear policies to all employees. Employees who are on notice of the potential for monitoring company e-mail accounts are unlikely to persuade a court that they had a legitimate expectation of privacy in such communications, and may waive otherwise applicable privileges.

Independent Contractor Is Narrowly Defined

The Massachusetts Supreme Judicial Court (SJC) recently ruled that a "franchisee" was an employee, and not an independent contractor, under Massachusetts's unemployment compensation statute, M.G.L. c. 151A. Accordingly, the franchisor was required to pay contributions to the unemployment fund based on the franchisee's reported earnings, and the franchisee was entitled to unemployment benefits. In *Coverall North America, Inc. v. Commissioner of the Division of Unemployment Assistance*, the SJC relied exclusively on the test set forth in Chapter 151A to explore the employment relationship and determine independent contractor status, without regard to the independent contractor statute amended in 2004.

Rhina Alvarenga purchased a janitorial franchise from Coverall North America. As part of its franchise agreement, Coverall maintains significant control over franchisees by providing training, field supervision, a customer base, and daily customer cleaning plans. Coverall bills customers directly and pays franchisees monthly fees for the services they perform. While Coverall encourages franchisees to expand their customer base, all customers must negotiate contracts with Coverall. Within months of purchasing her franchise, Alvarenga told Coverall that she could not accomplish its daily cleaning plan within the twenty-five hour weekly schedule for which she was paid. Coverall nevertheless demanded that she complete all tasks and did not compensate her for the longer hours necessary to complete her work. When Alvarenga eventually refused to continue performing additional unpaid work, Coverall "discharged" her.

The Division of Unemployment Assistance (DUA) initially rejected Alvarenga's claim for unemployment benefits after determining that the services she performed did not constitute "employment" but rather indicated that she was an independent contractor. At hearing, however, a Review Examiner found that Coverall failed to establish under Chapter 151A that Alvarenga was an independent contractor. Both the DUA's Board of Review and a Massachusetts District Court affirmed this decision.

On appeal, the SJC analyzed the three-part test (known as the "A-B-C" test) in Chapter 151A, § 2, and found that Alvarenga was not an independent contractor. Under this conjunctive test, Coverall bore the burden of proving that the services Alvarenga performed were (a) free from Coverall's control and direction; (b) outside the usual course of Coverall's business; and (c) part of a business independently established by Alvarenga. The SJC focused on the third prong. Coverall argued that the Court should apply a "capability test" to determine whether Alvarenga could have been entrepreneurial and could expand her business. The Court, however, held that to determine whether Alvarenga was independent, it would look at both her ability to develop expanded business as well as the actual nature of her existing business. The SJC concluded that Alvarenga was compelled to rely on Coverall because it negotiated all contracts and pricing, billed the clients, and controlled daily tasks – and would do so even for customers she developed independently.

The decision reinforces that courts in Massachusetts narrowly construe independent contractor relationships.

Proof of Actual Malice Required for Tortious Interference Claim

The SJC recently clarified the plaintiff's burden of proof when seeking to establish that a corporate official tortiously interfered with his prospective employment. In *Blackstone v. Cashman*, the SJC held that plaintiffs bear a heightened burden of proving actual malice, confirming that a plaintiff cannot prevail on a claim that a corporate official interfered with his relationship with the corporation without first proving that the officer acted out of spite or malevolence, for reasons unrelated to the corporation's interest.

Thomas Blackstone served for seven years as CFO of J.M. Cashman. Blackstone's written employment contract was to expire on June 30, 1995. In August 1994, James Cashman and his brother, the sole directors of J.M. Cashman, decided to wind up operations and liquidate the company. As part of the wind up agreement, Blackstone, as CFO, was to pay the Cashmans $20,000 on the first day of each month.

On June 5, 1995, Cashman complained to Blackstone that he had not received his check. Cashman later told the CEO that Blackstone was improperly withholding it, and remarked to the CEO that he would "shoot Blackstone" and "bash him over the head with a baseball bat." Blackstone learned of these threats the next day. Three days later, Cashman apologized, saying that he never intended to harm Blackstone. Nevertheless, the fearful Blackstone worked from home through the expiration of his contract at the end of that month. Although the CEO would have extended Blackstone's contract, Blackstone had no interest in continuing with the company given Cashman's behavior.

Blackstone sued Cashman for intentional interference. To recover, Blackstone had to prove that (1) he had a present or prospective advantageous (employment) relationship; (2) Cashman knowingly induced a breaking of the relationship; (3) Cashman acted with improper means or motive; and (4) Blackstone suffered damages. At trial, Cashman asked the judge to instruct the jury that to satisfy the "improper means or motive" element, Blackstone had to demonstrate that Cashman acted with actual malice. The judge declined, and instructed the jury to decide whether Cashman's conduct was merely "wrongful." The jury returned a verdict for Blackstone.

The SJC granted review to determine whether the jury should have received the "actual malice" instruction. Departing from an older line of cases, the SJC rejected the notion that corporate officers bore the defensive burden to show a privilege to undertake the allegedly tortious acts, which fell within the scope of their responsibilities and were not malicious. Instead, relying on more recent cases that placed a heightened burden on the plaintiff, the SJC held that a plaintiff who seeks to prove that a corporate official interfered with his business relationship must prove that the official acted with actual malice. The SJC defined "actual malice" as a "spiteful, malignant purpose unrelated to legitimate corporate interest."

The SJC's holding reflects well-recognized principles designed to liberate corporate officials from the fear of personal liability when dealing with a corporation's internal affairs. The ruling, which divided the justices four to three, provides important clarification to employers and corporate officials on the burden of proof in interference claims against individual officers.

Noteworthy Changes

Child Labor Laws

On January 3, 2007, former Governor Romney revised Massachusetts's child labor law (M.G.L. c. 149, § 66). The law now allows 16 to 18-year-olds to work longer hours (until 11:30 p.m. instead of 10:00 p.m. in most industries) in the summer and on weekends. Minors working past 8:00 p.m. now must be directly supervised by an adult. The amendment also increased penalties for violations ($250 for a first offense, up to $2,500 for additional violations).

MCAD Improvements

On February 20, 2007, the MCAD issued a new Standing Order which seeks to reduce delay in processing claims by involving agency attorneys earlier and more deeply in all cases and by standardizing pre-determination discovery practices state-wide. For more information, see our One Minute Memo entitled *MCAD Issues New Pre-Determination Procedures*, dated February 22, 2007.

ATLANTA
One Peachtree Pointe
1545 Peachtree Street, N.E.
Suite 700
Atlanta, GA 30309-2401
404-885-1500
404-892-7056 fax

BOSTON
Two Seaport Lane, Suite 300
Boston, MA 02210-2028
617-946-4800
617-946-4801 fax

CHICAGO
131 South Dearborn Street
Suite 2400
Chicago, IL 60603-5577
312-460-5000
312-460-7000 fax

HOUSTON
700 Louisiana Street
Suite 3700
Houston, TX 77002-2797
713-225-2300
713-225-2340 fax

LOS ANGELES
One Century Plaza, Suite 3300
2029 Century Park East
Los Angeles, CA 90067-3063
310-277-7200
310-201-5219 fax

NEW YORK
1270 Avenue of the Americas
Suite 2500
New York, NY 10020-1801
212-218-5500
212-218-5526 fax

SACRAMENTO
400 Capitol Mall, Suite 2350
Sacramento, CA 95814-4428
916-448-0159
916-558-4839 fax

SAN FRANCISCO
560 Mission Street, Suite 3100
San Francisco, CA 94105-2930
415-397-2823
415-397-8549 fax

WASHINGTON, D.C.
815 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20006-4004
202-463-2400
202-828-5393 fax

BRUSSELS
Boulevard du Souverain 280
1160 Brussels, Belgium
(32) (2) 647 60 25
(32) (2) 640 70 71 fax

Table of Cases

- *Blackstone v. Cashman,* 448 Mass. 255 (2007).
- *Butler v. Verizon New England, Inc.,* 68 Mass. App. Ct. 317 (2007).
- *Clackamas Gastroenterology Assocs. v. Wells*, 538 U.S. 440 (2003).
- *Coverall North America, Inc. v. Comm'r of the Div. of Unemployment Assistance,* 447 Mass. 852 (2006).
- *De Jesus v. LTT Card Servs., Inc.*, 474 F.3d 16 (1st Cir. 2007).
- *Englehardt v. S.P. Richards Co.*, 472 F.3d 1 (1st Cir. 2006).
- *Nat'l Economic Research Associates, Inc. v. Evans,* No. 04-1628 (BLS2), 2006 Mass. Super. Lexis 371.
- *Nat'l Labor Relations Bd. v. Transp. Mgmt. Corp.*, 462 U.S. 393 (1983).
- *Rucker v. Lee Holding Co.*, 471 F.3d 6 (1st Cir. 2006).
- *TransOcean Capital, Inc. v. Fortin,* No. 05-0955 (BLS2), 2006 Mass. Super. Lexis 504.
- *Velazquez-Garcia v. Horizon Lines of Puerto Rico, Inc.*, 473 F.3d 11 (1st Cir. 2007).
- *Walters v. Metro. Educ. Enters., Inc.*, 519 U.S. 202 (1997).

Upcoming Breakfast Briefings

Please watch your e-mail for details on upcoming breakfast briefings on Retirement Plan Developments (March 27, 2007), and Protecting Trade Secrets and Confidential Information (April 25, 2007). If you are not on our mailing list and would like to receive e-mail notifications of upcoming events, please visit www.seyfarth.com/subscribe.

Next *Massachusetts Employment & Labor Law Report*: **June 15, 2007**.

Boston Office Labor & Employment and Employee Benefits Attorneys

Richard L. Alfred
617-946-4802
ralfred@seyfarth.com

Michael R. Brown
617-946-4907
mrbrown@seyfarth.com

Anthony Califano
617-946-4925
acalifano@seyfarth.com

Ariel D. Cudkowicz
617-946-4884
acudkowicz@seyfarth.com

Lisa J. Damon
617-946-4880
ldamon@seyfarth.com

Brigitte M. Duffy
617-946-4808
bduffy@seyfarth.com

Carla J. Eaton
617-946-4908
ceaton@seyfarth.com

Andrew L. Eisenberg
617-946-4909
aeisenberg@seyfarth.com

Miles Henderson
(617) 946-4868
mhenderson@seyfarth.com

Lynn Kappelman
617-946-4888
lkappelman@seyfarth.com

Daniel B. Klein
617-946-4840
dklein@seyfarth.com

Kristin G. McGurn
617-946-4858
kmcgurn@seyfarth.com

Catherine Meek
(617) 946-4873
cmeek@seyfarth.com

Barry J. Miller
617-946-4806
bmiller@seyfarth.com

Leah M. Moore
(617) 946-4990
lemoore@seyfarth.com

Katherine E. Perrelli
617-946-4817
kperrelli@seyfarth.com

Krista Green Pratt
617-946-4850
kpratt@seyfarth.com

Rachael S. Rollins
617-946-4987
rsrollins@seyfarth.com

Jennifer A. Serafyn
617-946-4843
jserafyn@seyfarth.com

Dawn Solowey
617-946-4800
dsolowey@seyfarth.com

Diane M. Soubly
617-946-4899
dsoubly@seyfarth.com

Business Immigration

Salomon Chiquiar-Rabinovich
617-946-4805
schiquiarrabinovich@seyfarth.com

Dyann DelVecchio
617-946-4911
ddelvecchio@seyfarth.com

John F. Quill
617-946-4913
jquill@seyfarth.com

Russell B. Swapp
617-946-4905
rswapp@seyfarth.com

Employee Benefits

Arthur S. Meyers
617-946-4980
asmeyers@seyfarth.com

Laura K. Roos
617-946-4983
lroos@seyfarth.com