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continued on page 2
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Some post judgment collection tools are familiar. They include wage garnishments and real estate levies. Did you know that a judgment creditor can also seize bank accounts and collect money owed to your debtor by unrelated third parties? Certain assets, such as cash value life insurance, qualified retirement plans and a portion of a home’s equity called “Homestead Exemption” are exempt from claims of creditors, but there are many assets that can be seized and turned over. We need to know where to look for these assets. The most valuable commodity in post judgment collection is information, and the best time to obtain the information is when you both are still smiling - before you enter into the contract.

The best way to obtain this information is to ask for a financial statement. But sometimes it’s not practical. Even if you do, the information can become outdated. Another, simpler method may be to just ask questions.

Whether it’s your first meeting with a new client or service provider, or if you have an ongoing relationship, take the time to ask some questions. If it’s a business, find out where they bank, where their office is located, if they have satellite offices or other real estate, whom their current customers are, if they have new projects on the horizon, if they have standing orders or constant work with certain customers, if they have any expensive equipment or vehicles or if they are related to or are a branch of other businesses.

If it’s an individual, find out where they live, who their employer is, where they bank, if they invest in the stock market or mutual funds, if they have their own business, if they are collectors or have expensive hobby equipment, what vehicles they own, and what real estate they own.

And when you find information, write it down, and keep it where you can retrieve it when you need it. Contact management software on your computer (Microsoft Outlook, for instance) can be a great place to keep helpful notes. Also, if you are paid by check, make a copy and leave it in your file. All this information may lead to assets which can be liquidated or seized to satisfy your judgment. Keep in mind the time to have these conversations is before and anytime during the relationship.

Example: Last winter, our client, a sewer company, repaired a sewer at a municipal building. Our client was hired by another contractor, but that contractor failed to pay. When I called that contractor, he begged me not to contact the municipality, stating that they were a longtime client and he had future jobs lined up. We gave the contractor an opportunity to pay the invoice, and when he didn’t, we filed a judgment and immediately sent a citation to the municipality and tied up the funds the municipality was going to pay the contractor. The contractor sent us the total invoice price by the end of the week. That was a great ending because we knew where to find key assets.

While these topics may seem intrusive, at a business lunch or a first time meeting, most can be easily introduced into the conversation. Besides, people like to talk about themselves and their business, and they also enjoy an avid listener.

A judgment is only a hunting license, but with the right information, and the right attorneys, the hunt will be successful. Please contact your DiMonte & Lizak, LLC attorney if you would like to discuss further how you can implement this technique.
Think Post Judgement Collection Before You Even Enter Into The Contract

By Julia Jensen Smolka

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Although neither case ruled that the insurance company defendants were in fact liable, the potential exists for the courts to consider contractors’ work as “occurrences” or “accidents” which could lead to coverage under the policies. This is significant given the potential for claims in the area of construction liability.

**In Memoriam:**

**Linscott R. Hanson 1937 - 2013**

The entire firm mourns the passing of equity partner “Lin” Hanson. More than just a co-worker, Lin was considered to be a mentor and friend to everyone he worked with. His experience, expertise and good nature will be missed professionally and personally.

Lin was born October 4, 1937 in Evanston, Illinois. Lin was a graduate of the University of Michigan, both undergraduate and law school. He practiced in the areas of corporate law and estate planning for over 50 years, and was one of the drafters of both the Business Corporation Act and the Limited Liability Act. Lin was a 20 year member and past chairman of the Secretary of State’s Business Laws Advisory Committee.

Lin was a life-long supporter of the University of Michigan Athletics, and was a proud member of Delta Kappa Epsilon Fraternity. Lin is survived by his wife Mary Cate Hanson and their son Linscott Hanson II.

**Big Win in Trade Secret Dispute**

By Margherita M. Albarello

Margherita Albarello won a complete defense victory for a home health care agency and its owners in a case alleging misappropriation of trade secrets, breach of fiduciary duty, and other business torts. The plaintiff, a competing home health care agency, alleged that our clients stole patient and referral information, began competing with the plaintiff before they left employment, and interfered with the plaintiff’s relationship with patient referral sources and with Medicare. The Plaintiff sought damages in excess of $1 million. After two days of trial, the plaintiff rested its case. Margherita made a motion for a directed finding, arguing that the plaintiff had not proven any of its six causes of action and that our clients did not even need to put on their defense case. The trial court agreed and entered judgment in favor of our clients.