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A BUSY U.S SUPREME COURT BOLSTERS EMPLOYERS IN TWO RECENT DECISIONS

By Stephanie Loughner, Co-Chair Employment Group, Moye White LLP

The U.S. Supreme Court has sided with the employer in two recent decisions clearing grey areas regarding exempt automobile service advisors under the Fair Labor Standards Act ("FLSA") and the enforceability of workplace arbitration agreements under the National Labor Relations Board ("NLRB"). Both rulings were split 5-4 showing there remains a close divide in the high court regarding such employer-friendly rulings.

FLSA Exemptions: Lower Courts are Now Required to Give FLSA Exemptions a Fair Reading vs. Narrowly Construed Reading.

FLSA requires employers to pay its employees overtime to covered employees. 29 U.S.C. §201 *et. seq.* FLSA has many exemptions for certain types of employees from the overtime-pay requirement. In particular, FLSA exempts from overtime pay "any salesman, partsman, or mechanic primarily engaged in selling or servicing automobiles" at a covered dealership. §213(b)(10)(A). The U.S. Supreme Court recently ruled that auto dealership "service advisors" fall under the above FLSA exemption in *Encino*

Motocars, LLC v. Hector Navarro, et al., No. 16-1362 (U.S. Sup.). Justice Clarence Thomas wrote for the majority. The decision is impactful because the U.S. Supreme Court set a new "fair reading" standard requiring lower courts to take a broader approach when determining if one of the many FLSA exemptions apply to the general rule that employees who work over 40 hours per week are entitled to overtime pay.

In the *Encino* case, a group of service advisors at a car dealership sued for their employer for overtime pay. The employees were service advisors who were not performing the car services themselves but instead they met customers, suggested and sold repair and maintenance services and followed-up as the services were performed. The Court broke down the FLSA exemption for car servicemen and salesmen to answer the question whether service advisors are "salesm[e]n…primarily engaged in…servicing automobiles." The Court ruled while service advisers do not spend most of their time repairing or selling automobiles, the statutory language should not be read so constrained and the words "primarily engaged in" could be matched with "servicing automobiles" found later in the statutory exemption.

Justice Thomas wrote that "a narrow distributive phrasing is an unnatural fit here because the entire exemption bespeaks breadth. It begins with the word 'any'…And it uses the disjunctive word 'or' three times." The *Encino* Order importantly states the Court rejected the lower court's invoked principle that exemptions to FLSA should be construed narrowly. In overruling the lower court, the U.S. Supreme Court ordered that the FLSA exemptions must be given a "fair reading" because with over two dozen exemptions under FLSA, the exemptions are as much a part of the FLSA's purpose as the overtime-pay requirements. This new rule allows for a changing culture and fit for FLSA exemptions.

TAKEAWAY: The U.S. Supreme Court has replaced the narrow construction standard for FLSA exemptions with a new "fair reading" standard requiring lower courts to take a much broader approach when determining if any exemption applies. This may allow employers to apply FLSA exemptions where they have not been able to in the past.

Arbitration: U.S. Supreme Court Gives the Green Light to Workplace Arbitration Agreements to be Enforced as Written.

On May 21, 2018, in the case *Epic Systems Corp. v. Lewis*, Nos. 16-285, 16-300, 16-307 (U.S. Sup), the U.S. Supreme Court entered a second employer friendly order holding that arbitration agreements do not violate the NLRA. This is a significant win for employers in the #MeToo movement which allows employers to move employee disputes to specified individualized arbitration procedures rather than being overruled and having to handle disputes with multiple employees in a collective or class action lawsuit.

In the *Epic System*s case, the Court consolidated three lower court rulings to come up with the same holding. The issue in front of the Court was whether an employer and employee contract providing for individualized arbitration proceedings to resolve employment disputes between parties violated the NLRA after the Board for the NLRA in 2012 ruled that the NLRA effectively nullifies the Federal Arbitration Act ("FAA'). Since 2012, many courts have followed the Board's ruling.

Justice Gorsuch delivered the opinion for the majority and the Court and overruled the Board of the NLRA, stating that NLRA *does not* displace the FAA. The Court pointed out several reasons why the NLRA does not override the FAA. The first point is the strong language and mandate from the FAA itself which requires courts to "rigorously" enforce arbitration agreements according to their terms. The second point is that when two acts of Congress touch the same topic, the Court is not at liberty to pick and choose but must try to give effect to both acts at issue. The third point, and perhaps most important for employers, is that the

NLRA sought to limit the work of the FAA which, as an Executive Agency, does not have the authority to do.

TAKEAWAY: Employers are free to engage in employer and employee agreements which require mandatory arbitration agreements that preclude class and collection actions. As employees, employers and states grapple with #MeToo movement, the U.S. Supreme Court has made a clear ruling that such agreements should be given deference and be enforced as written.

Contact Stephanie Loughner at Stephanie.loughner@moyewhite.com if you have questions about these recent U.S. Supreme Court rulings, how to classify employees under the FLSA or about implementing mandatory arbitration agreements in the workplace.

FRANCHISE AGREEMENT TERMINATION STRATEGIES AND NEGOTIATIONS — OTHER THAN LITIGATION

By *Laura Liss, Brown & Kannady, LLC*

While many franchisor-franchisee relationships function well and both sides benefit from the contractual franchise relationship, some do not. Franchisors may seek to terminate a franchise agreement for cause based on a franchisee's non-compliance with the franchise agreement, whereas franchisees are not typically granted but a whisper of a termination right and almost never is termination "for convenience", or for lack of earning an anticipated return, permitted. Franchise agreements are often for five to ten years, so a natural exit via an expiring contract may be too far on the horizon.

Many franchisees struggle with a business that is losing money, a family health problem that takes them away from the business, or other operational problems. How should they proceed? Many believe there is no exit strategy, especially when the franchisor's operations staff encourages or pressures the franchisee to stay or otherwise reminds the franchisee that there is no permissible exit.

However, two main avenues exist to exit a franchise system.

Sale

First, depending on the profitability of the business and how long the franchisee can wait to terminate the agreement, finding a buyer for the franchised business is often the best exit strategy because it allows the franchisee to recoup some, all, or more than its investment. Unless the franchisor knows of a prospect interested in acquiring the franchisee's business or unless another local franchisee wants to expand by taking on the exiting franchisee's business, it can often take six months or more to find an interested and qualified buyer, which may rule out the exit-via-sale option out based on the timing needs.

If this timing is feasible, however, the franchisee should prepare the business for sale by organizing and verifying its financials, gather documentation a buyer will request during a due diligence review, evaluate the need for a business broker to assist with the marketing and sale process, and engage an attorney to assist in the sale.

Mutual Termination

Alternatively, if an exit-via-sale is not feasible, and the franchisor is uninterested in acquiring the franchised business, the franchisee should seek to negotiate an exit via mutual termination of the franchise agreement. Even if the franchisor will consent to the termination, this is typically a slow process because the franchisor dislikes losing a franchisee and has no obligation to agree to the termination.

The original franchise agreement's terms, coupled with the lack of obligation to agree to the termination, give the franchisor the ability to make the mutual termination very one sided. Agreement post-termination obligations routinely placed on the franchisee include confidentiality, non-competition with the franchised business and within a radius around the business location and other branded locations, non-solicitation of customers and employees, an obligation to fully de-brand the premises, and often the obligation to sell the franchisee's assets to the franchisor at their depreciated value (not fair market value). Franchisees should be reminded that these franchise obligations will most likely apply to them, even in a mutual termination setting.

When negotiating the mutual termination agreement, these obligations will be re-affirmed, and the franchisor or its attorney will typically prepare the first draft of the termination agreement. Importantly, the franchisee or its attorney should seek to obtain a full release from liability of the franchisee and personal guarantors. Usually, the franchisor will decline to release the franchisee and guarantors for any acts or omissions that occurred prior to the termination based on the risk that the franchisor does not know the extent to which the franchisee may have damaged the brand or caused other harm for which the franchisor would want to seek compensation.

Given the prevalence of this position as an "industry norm" and the franchisor's negotiating leverage, most franchisees accept that they and guarantors will not be released for this period. Franchisors will usually agree to release the franchisee for acts or omissions after the termination date, except for post-termination obligations and indemnification. Other than the release language and post-termination obligations, most other parts of the termination agreement should be made mutual through the negotiation.

To incent the franchisor to agree to the termination, many franchisees will offer to pay the franchisor some amount of money upfront or over one to two years after the termination agreement is signed. This figure is often based on all or some of what the franchisor could have theoretically earned as royalties from the franchisee’s sales over some agreed hypothetical future period. While this may be hard for a struggling franchisee to pay this amount, many choose to do so because it is less than the cost of litigation with the franchisor over a failed store and less than the costs of continued operating expenses (rent, employee wages, inventory, etc.).

Franchisees seeking a termination should expect to work with the franchisor to the extent the franchisor is amenable. Despite a franchisee’s unhappiness with the franchise system or other life difficulties, transfer or mutual termination are typically the clearest paths out of the system.

PLEASE ENJOY YOUR MEAL… BUT NOT TOO MUCH

By Kevin Tibolt, J.D. Candidate 2018, University of Denver Sturm College of Law

“Tax reform for the 21st Century… demands reducing the tax burden on American businesses of all sizes so they can keep more of their income to invest in our communities.” – Kevin Brady, U.S. Representative for Texas’s 8th Congressional District

I’m sorry, Congressman Brady, but your communities will have to wait. While admittedly lowering corporate and personal tax rates and creating a confusing Section 199A deduction for pass-through entities, the Tax Cuts and Jobs Act of 2017 (the "TCJA") shifted the taxability of certain expenses for business owners, creating an alarming level of uncertainty for businesses moving forward. In doing so, our representatives in Congress showed absolutely no understanding of the personal relationships necessary to build long-lasting business relationships.

Pertinent to this discussion, the TCJA eliminated deductions for expenses related to entertainment, amusement or recreation, membership dues for groups and clubs, and for facilities related to these items. Unsurprisingly, at this time, while we are awaiting the IRS regulations to implement these new provisions, we do not know exactly what this means for business owners. What we do know is that if an expense is linked to relationship-building activities, the expense will be non-deductible unless there is a provable business nexus – a discussion of business matters sufficient to support the expense. Even then, however, the deduction would be at best 50% of the expense. In most cases, such an expense can no longer be treated as "marketing", which used to be 100% deductible.

This article will discuss (1) the three tiers of pertinent taxable expenses and (2) issues facing business owners and possible practical solutions.

The TJCA has created three tiers of taxable expenses: 100% deductible ("Tier 1"), 50% deductible ("Tier 2"), and non-deductible ("Tier 3"). The new standards implemented under the TCJA have seen many familiar business expenses migrate from Tier 1 to Tier 2 and Tier 3. Obviously, which Tier an expense falls under is a fact-dependent inquiry and should be analyzed on a case-by-case basis. Even more so, each taxpayer must maintain the necessary records to prove that any deduction taken was appropriately taken. Below is a (non-exhaustive) summary of which expenses fall under which Tier under the TJCA.

Tier 1 — 100% Deductible

- Cost of occasional employee holiday party
  - Your business's holiday party or other occasional get-together will continue to be fully deductible
- Cost of departmental gatherings or outings
  - These events will be 100% deductible as long as the gathering or outing primarily benefits employees, and not just the highly-compensated
  - This eliminates partner- or shareholder-only events as fully deductible
- Cost of bottled water, soft drinks, and similar refreshments made available to customers, clients, and visitors
  - If these items are made available to the general public on your business premises, these expenses will likely to be 100% deductible
- Marketing materials
  - These include costs associated with the business's website, developing print materials, and other similar marketing expenses
  - The standards implemented under the TJCA have not changed this
- Continuing education
  - The standards implemented under the TJCA have not changed this

Tier 2 — 50% Deductible

- Cost of meals incurred by employees for business lunches or during travel doing company business
  - As long as the meal is not extravagant, a 50% deduction will likely be available for the costs of these meals
- Cost of meals incurred by employees attending a service club meeting

    - As long as the meal is not extravagant, a 50% deduction will likely be available for the costs of these meals
- Cost of dinner with client or customer
    - As long as the meal is not extravagant, a 50% deduction will likely be available for the costs of these meals
- Cost of picnics or other events for customers, where food and beverages are provided
    - This one is fairly fact-specific
        - Depending on who is invited and attends, this may be deemed available to the general public and be 100% deductible, as discussed above
- Cost of incidental food and beverages during an event to showcase a business's products or services, where no entertainment is provided
    - This one is also fairly fact-specific
        - Depending on who is invited and attends, this may be deemed as advertising and be 100% deductible, as discussed above
- Cost of operating an employee dining facility on-site or near the business premises
    - These expenses will be 50% deductible until 2025, and after 2025, will become non-deductible

Tier 3 — Non-Deductible

This is where the pertinent changes brought on by the TCJA occur. Expenses associated with entertainment are now non-deductible.

- Cost of taking customer or client to events including sporting events, ski and snowboard outings, golf outings, theater shows, and other similar events
    - These expenses were previously 50% deductible, but now these entertainment-related expenses are non-deductible

- Cost of snacks, meals, or refreshments with client or customer prior to, during, or after the above-mentioned entertainment events
    - These expenses were also previously 50% deductible, but now these entertainment-related expenses are non-deductible
    - If there is a separate, discrete business purpose for the meal or refreshments, separate from the entertainment, this may allow for a 50% deduction
- Cost of membership dues for service, business and social clubs
- Cost of providing employees public transit or parking passes
- Partner- or shareholder-only events
    - As previously mentioned, this kind of event will be fully deductible as long as the gathering or outing primarily benefits employees, and not just the highly-compensated

Planning Issues

Business owners may feel uneasy by the TJCA's elimination of deductions for expenses related to entertainment, amusement or recreation, membership dues for groups and clubs, and for facilities related to these items. The shift from 50% deductible to non-deductible for these expenses will likely dramatically affect a business's financials and compensation to owners where that compensation is based on profit. Companies must now bear the full taxable expense from entertaining clients and employees. Non-deductible expenses do not reduce profit; therefore, profit in 2018 and subsequent years will likely be overstated as compared to profit in 2017, when the expenses were usually 100% (but not less than 50%) deductible.

Overlap with marketing — Many businesses use this kind of entertainment as company marketing. It may seem strange and unreconcilable that marketing expenses are 100% deductible, while entertainment is non-deductible. By way of example, under the new standards implemented by the TJCA, where a business sponsors a golf hole but does not participate in the golf event, the expense the business incurs for the sponsorship will be labeled as “marketing” and will be 100% deductible. On the other hand, where members of that business participate in the golf event, the expenses incurred will be non-deductible. This necessitates a need for the business to be able to bifurcate the expenses incurred. The question then becomes, how is a business supposed to achieve this bifurcation? Can the company simply pay with two separate checks and allocate the expenses differently in its books? Does the promoter of the golf event need to differentiate the specific costs for “marketing” and participation expenses?

Allowing entertainment expenses — Should the company allow its employees to incur these kinds of entertainment expenses? Should the company require final say over whether an employee incurs such an expense? Should the company allocate non-deductible or partially-deductible expenses (or the non-deductible portion of the expense) to the employee incurring them as salary of other form of compensation — passing the cost to the employee? Disallowing an employee to participate in sporting events, ski and snowboard outings, and golf outings may hamper the employee’s ability to market the company.

Cost allocation — If the company allows for these expenses, who should bear the 50% non-deductible cost for these non-deductible entertainment expenses? Should the employee pay out of his or her compensation, or should the company cover this cost, by adding this as a line item to the budget or expanding its marketing budget?

Business owners will undoubtedly be left scratching their heads and pondering these emerging issues. There are several things business owners can do to combat the uncertainty. First, businesses should consider implementing and strictly enforcing a system where employees document and correctly characterize each and every expense. While many businesses already reimburse employees for certain expenses, the new standards regarding entertainment-related expenses should lead to businesses keeping close track of all expenses moving forward.

A spin-off issue is what are businesses to do when an employee does not document or correctly characterize the expense? As previously discussed, should the employee bear the taxable expense of failing to adhere to the company's policy, or should the company cover the cost by adding this as a line item to the budget or expanding its marketing budget? Regardless of the company's decision, a good course of action for some businesses may be to expand the company's marketing budget moving forward.

Conclusion

As you can see, the new standards implemented by the TJCA will likely leave business owners with more questions than answers. The most important question being, how do business owners adjust their internal policies to best achieve company goals? Obviously, there is no right answer. Some companies will view entertainment expenses as an integral part of bringing in new business and eliminating those expenses (or passing them off to the employees) will be far too costly to the company's overall prosperity. Other business simply may not be able to afford the new tax consequences of allowing its employees to incur these kinds of entertainment expenses.

Overall, the best practice in this limbo-like situation, where we are awaiting the IRS regulations to implement these new provisions, may be conservatism. This means strict documentation and overt communication. Beyond that, business owners must decide what internal policies best achieve their company goals moving forward.

THE REVISED UNIFORM LAW ON NOTARIAL ACTS (RULONA)

The Revised Uniform Law on Notarial Acts (RULONA), Section 24-21-501, C.R.S., *et seq.*, becomes effective on July 1, 2018. RULONA replaces the existing Notaries Public Act. Several new rules will also go into effect on July 1, 2018. For more information, including a summary of important changes, please go to sos.state.co.us/pubs/notary/RULONA. Questions may be directed to notary@sos.state.co.us.

BUSINESS LAW SECTION NOW ACCEPTING NOMINATIONS FOR THE CATHY STRICKLIN KRENDL LIFETIME ACHIEVEMENT AWARD

The Executive Council of the CBA Business Law Section is now accepting nominations for the Cathy Stricklin Krendl Lifetime Achievement Award. This award is bestowed from time to time on a lawyer who has, over an extended period of time, manifested intellectual and professional excellence in the practice of, or scholarship on, Colorado business law; the recipient's generosity of spirit as reflected in the recipient's participation in, and contribution to, the advancement of Colorado business law; the recipient's efforts to enhance the general quality of business law practice by Colorado lawyers; and the recipient's devotion to the principles of legal professionalism.

Please email your nomination by June 15, 2018 to Todd Olinger at todd@tolingerlaw.com.
Nominations submitted after June 15, 2018 will not be considered.

In your nomination, please provide:
Nominee’s Name and Contact Information
A statement describing your nominee’s contributions and qualifications
Nominator’s Name and Contact Information

The Executive Council of the CBA Business Law Section thanks you for your nomination.

GO CODE COLORADO 2018

Plan to attend the Go Code Colorado 2018 Final Competition Event. Watch the 10 finalists pitch their business insights and tools before a panel of judges. Be there live, as we announce three Go Code Colorado winners. Celebrate our winners and our amazing Colorado business and tech communities! Everyone is invited!

Thursday, June 7 at 6 p.m.
Denver Center for the Performing Arts, Seawell Ballroom
1101 13th Street, Denver, CO 80204
gocode.colorado.gov

BUSINESS LAW SECTION ACTIVITIES

The Financial Institutions, International Transactions and M&A Subsections will take a summer break for their CLE series.
There are no programs in June, July and August.

Regulating Municipalities by Prosecution: SEC Enforcement Since Dodd-Frank
Thursday, June 7, from 9 to 11 a.m.
CBA-CLE Classroom, 1900 Grant Street, Suite 300, Denver, CO
Co-sponsored by the Securities Subsection of the CBA Business Law Section
Offered for 2 general CLE credits

The Securities Act of 1933 and the Securities Exchange Act of 1934 exempt state and local government securities from registration, but not from the antifraud provisions. The financial crisis of the mid and late 2000s, the provisions of Dodd-Frank enacted in response, and the last eight years of SEC enforcement actions have brought a new rigor to the obligation to disclose all material facts to municipal investors, not only in the initial issuance and sale of securities, but also in the subsequent disclosures and reports to be filed with the Municipal Securities Rule Making Board on EMMA (Electronic Municipal Market Access).

This program alerts legal counsel involved in finance for municipal governments to the recent changes in the framework for disclosure and compliance with federal securities laws. Your seasoned presenters' backgrounds include nationally recognized bond counsel, advisor to the Colorado Securities Commissioner, and an SEC insiders' insider. They will provide a historical perspective on the applicability of securities laws to municipal securities. They will then explain the impact of Dodd-Frank on municipal issuers, essentials of SEC compliance, and SEC enforcement processes and interactions with US Attorneys' offices and others. A survey of SEC enforcement actions since 2010 and under the Trump Administration will be followed by important lessons learned and guidance on moving forward.

More Information

Franchise Subsection Reception
Tuesday, June 12 from 5:30 to 7:30 p.m.
Deep Roots Winery & Bistro, 1516 Wazee Street, Denver, CO 80202

Join the Franchise Subsection for a summer social at Deep Roots Winery and Bistro, Denver's urban winery. Enjoy quality wine with distinctive and unique appetizers in an intimate and fun setting. All business attorneys are welcome to attend. Two drink tickets will be provided for each attendee. There is no cost for this event. However, your RSVP is appreciated.

RSVP

Save the Dates! 2018 Business Law Institute
September 12–13, 2018
Ritz Carlton, Denver

Back by popular demand, Dr. Richard Wobbekind, CU Senior Associate Dean for Academic Programs and Executive Director of the Research Division, Leeds School of Business, who will provide current strategic analyses and assessments of Colorado's economy. Other topics include the impact of the US Tax Cuts and Jobs Act on specific areas of your business law practice, ethics, advising start-up companies, transactional drafting, legal implications of doing business with the marijuana industry, bitcoin/cryptocurrency/smartcontracts, reducing risks for your business clients from social media posts and other public communications, case law, legislative, secretary of state, and employment law updates, and much, more more!

Join us in the heart of downtown Denver at the elegant Ritz-Carlton for this premier Rocky Mountain Region business law CLE event. *Registration info coming soon!*

CBA-CLE UPCOMING PROGRAMS

16th Annual Rocky Mountain Intellectual Property & Technology Law Institute
Thursday, May 31 – Friday, June 1, from 8:50 a.m. to 4:40 p.m.
Westin Hotel, 10600 Westminster Blvd, Westminster, CO 80020
Offered for 15 general credits, including up to 3 ethics

The Institute is the best way to turbo-charge your IP and Tech Law knowledge! Highlights include sessions on: Innovation That Drives the Future: Connected privacy, IP practice in 2030, Cloud/SaaS, blockchain and cryptocurrency, Internet of Things, software patents, and digital marketing.

More Information

Best Practices and Ethics in the Profession: Being a Lawyer's Lawyer
Sponsored by the Colorado Bar Association Lawyers' Professional Liability
Wednesday, June 20, from 9 a.m. to 4:30 p.m.
CBA-CLE Classroom, 1900 Grant Street, Suite 300, Denver, CO
Offered for 7 general CLE credits, including 7 ethics credits

Learning Objectives: National and Local Trends in Legal Malpractice; Cybersecurity: How to Keep the Hackers and Malpractice Liability at Bay; Colorado Legal Cannabis, the Cole Memo, and Practicing Ethically Anyway; The Intersection of Ethics and Social Media; and Sexual Harassment, Gender Inequality, and Legal Ethics.

Featuring a Judges' Roundtable: Professionalism and Correcting Errors in the Courtroom.
Presented by: Hon. Justice Richard Gabriel, Colorado Supreme Court; Hon. Marcia Krieger, Chief Judge, United States District Court, District of Colorado; Hon. Chief Justice Nancy Rice, Colorado Supreme Court; Hon. Elizabeth Starrs, District Court Judge, 2nd Judicial District; and Hon. Scott Varholak, Magistrate Judge, United States District Court, District of Colorado.

More Information

CBA-CLE Business Law Publication

***Securities Law Deskbook: For Business Lawyers, Public Accountants, and Corporate Management*, 2018 Edition**
Author: Herrick K. Lidstone, Jr. Esq

About the Book:
A practical reference guide to securities law, in one convenient volume. With 17 chapters and hundreds of citations to securities rules, statutes, and cases, it is an essential tool for researching securities regulation, litigation, compliance issues, and much more.

This 2018 Edition includes the registration process; broker-dealer regulation; state blue sky laws; securities litigation issues; comprehensive case law updates; and coverage of new and emerging issues such as crowdfunding.

Learn More

CBA-CLE Business Law Homestudies

2018 Securities Conference – Learn more

2018 Cannabis Symposium: Standing at the Intersection of Business, the Law and Regulatory Enforcement – Learn more

2018 Business Document Drafting Series – Learn more

Practitioner's Guide to Colorado Business Organizations: Advanced Topics – Learn more

Tax Code and Practice Changes 2017: A Special CLE for Colorado Attorneys on the New Tax Code – Learn more

Private Placements, the Internet, and Securities Law – Learn more

Limited Liability Companies in Colorado — Learn more

View our complete catalog of **CLE Homestudies** on our website and search by practice area or credits!

View Homestudies

Contributions for future newsletters are welcome.
Contact Ed Naylor at ed.naylor@moyewhite.com, 303-292-2900.
This newsletter is for information only and does not provide legal advice.

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