



## EXECUTIVE REPORT

# REFLECTIONS ON THE 120<sup>th</sup> ANNIVERSARY OF OUR FIRM

### OUR HISTORY

Max W. Nohl Law Office	1895-1901
Nohl & Nohl	1901-1926
Nohl, Nohl & Petrie	1926-1930
Nohl, Nohl, Petrie & Blume	1930-1934
Nohl, Petrie & Blume	1934-1942
Nohl, Petrie & Stocking	1942-1946
Nohl, Petrie, Stocking & Meixner	1946-1961
Petrie, Stocking, Meixner & Zeisig	1961-1969
Petrie, Stocking, Meixner & Zeisig S.C.	1970-1989
Petrie & Stocking S.C.	1990-

Many of you are aware that the year 1895 has some historical significance to this city. City hall and the Pabst Theater, both cherished architectural landmarks, were completed that year. 1895 was also the year that a young man by the name of Max Nohl completed his law studies at Marquette University Law School and opened a modest law office in Room 18 of the Mack Block Building. That building then stood at the Southwest corner of Wisconsin and Water streets in Milwaukee. He didn't know it then, but the solo practice of law that Max began that year would become the present firm of Petrie & Stocking S.C.

The Milwaukee of 1895 differed markedly from the present. Horses, wagons, trolleys and cobblestones dominated the street scene. The Milwaukee River was the center of commercial activity and gas street lamps provided illumination at night. There were no cars.

It was in this environment that our firm began. Max was later joined by his brother Leo, and together they moved the firm to the new Caswell Building in 1906. It would prove to be our home until 1974.

This year we celebrate our 120th anniversary in our present location in the Chase Bank Tower, which was built on the site where the Mack Block Building once stood. With a little imagination, cars, buses, air traffic and computers can be left behind to permit a moment's reflection on the practice of law and life, in



*The Mack Block Building, circa 1900.*

general, at a different time in Milwaukee. Seeing, holding and using leather-bound law books of the earliest reported cases in Wisconsin—books which Max and all the other attorneys who came before us have used—affords an interesting window to the past.

There is a special sense of pride connected to the past labors of our founders in the practice of law, accomplished at the very location where we stand ready to meet the present legal needs of our clients. Many of our current clients are the fourth and fifth generations of families our law firm has served over the years. We, as a group, look forward to future years of service to our clients in continuance of a tradition which humbly began 120 years ago when Max Nohl, fresh out of law school, rented Room 18 of the Mack Block Building. Today, we thank you, our clients, for the trust and confidence you have placed in us, for without that our 120 years would not have been possible.

### IN THIS ISSUE:

- What Does “Right-To-Work” Really Mean?
- Practical Solutions for Consumer Disputes
- Estate Planning For Families With A Special Needs Child

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**James R. Petrie**  
CHAIRMAN OF THE BOARD



## SPRING 2015 ANNOUNCEMENTS

**JENNIFER M. HAYDEN** joined Petrie + Stocking in January 2015. Jennifer concentrates her practice in the areas of Business + Commercial Law, Real Estate, and Litigation. *Please see our website for further details.*

**LAURA J. PETRIE** was named a Five Star “Best in Client Satisfaction” Estate Planning Attorney by *Milwaukee Magazine* for 2015. She has received a Five Star distinction each year since 2010.

**TRISTAN R. PETTIT** will be presenting the following seminars:

- **May 6, 2015**, Sterling Education on Services:
  - Screening and Qualifying Prospective Rental Applications;
  - Rental Documents; and
  - Act 76: Wisconsin’s New Landlord-Tenant Law.
- **June 17, 2015**, “Landlord Boot Camp: The ABC’s of Residential Landlord Tenant Law in Wisconsin”, a private day-long seminar.

*See our website and Tristan’s blog for more details and for registration information.*

# WHAT DOES “RIGHT-TO-WORK” REALLY MEAN?

Act 1 became law in Wisconsin on March 11 of this year. You will have heard and read a lot of comments about this legislation, which is commonly referred to as “right-to-work” legislation. The law has many opponents and proponents. Those who are in favor of the law have often characterized it as “pro-growth”; that is, enacting the legislation will encourage business and hiring in Wisconsin. On the other hand, opponents of the law describe it as “union-busting.”

Neither of these broad characterizations accurately describes the law, and indeed the label “right-to-work” legislation is itself inaccurate. I will explain.

First of all, no citizen of the United States has a “right to work,” and the enactment of Wisconsin’s legislation does not create such a right. In fact, the United States Constitution guarantees to all citizens the right **not** to work. The 13th Amendment to the United States Constitution was enacted to protect workers from forced labor, specifically stating:

“Neither slavery nor involuntary servitude, except as punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.”

What the new legislation accomplishes is for Wisconsin to join the 24 other states that prohibit the mandatory requirement that employees pay dues, or the dues equivalent, to a union as a condition of working at a job for which they were hired.

A majority of employees in any workplace may decide that they wish to have a union represent them in negotiating the terms and conditions of their employment. This legislation frees the employees to decide whether or not they wish to belong to that union, and thus be subject to its dues and fees.

To characterize this legislation as union-busting is to ignore the National Labor Relations Act (NLRA), particularly Section 164(b) which specifically authorizes states to pass laws identical to Wisconsin’s new law.

But of equal importance, the Act is not a law in favor of unions, nor is it a law in favor of employers. **It is a law in favor of employees.** Section 7 of the Act guarantees to all employees the right to organize for the purpose of asserting their interests in terms and conditions of employment, which includes both the right to join a union **or not to** join a union. The right for unions to organize workplaces has not been abridged.

What practical effect will this have? Presumably the employees who want to have a union represent them will be agreeable to paying the union’s dues in return for gaining the advantages of union membership. In order to have the largest component of employees belong to it, the local union will strive to provide real, tangible benefits to the employees to gain their support.

Whether new businesses will seek to relocate to Wisconsin or existing businesses will expand because this law was passed is hard to say. Many factors come into play regarding whether a business will expand, relocate or choose to start in a particular location, such as taxes, climate, quality of workforce and the like. No state can forbid unions from attempting to organize any private workplace, and Wisconsin is no different. Accordingly, there would be no guarantee for a new business that comes into Wisconsin that it would be union-free.

The bottom line is that this legislation puts private unions on the same footing as any other private organization. It removes the mandate that in order for employees to earn a living at the company that chose to hire them, they must pay dues to a union against their will.

This is simply a short overview of the new legislation. An indepth explanation of how the law applies to Wisconsin workplaces will not fit in the confines of the space available. If you have any further questions, either as an employee or a business owner regarding how Wisconsin’s new “right-to-work” legislation will affect you, do not hesitate to contact one of Petrie & Stocking’s labor and employment lawyers.



Roger Pettit

Perhaps you've been overcharged at your favorite retail spot, received sub-par service at a local restaurant, or there's a charge on your cell phone bill you don't recognize. Although we stand at the ready to provide advice on any legal issue which you may confront, there are times when you may run into a small dispute that you would prefer to handle on your own. In those cases, we would offer the following considerations based on our dispute resolution experience.

**1. LIMIT YOUR COMPLAINT TO ONE OR TWO PRIMARY CONCERNS.**

Even though a poor experience can leave you feeling as though an endless list of things went wrong, limit your complaint to your one, or at most two, of your primary concerns. This strategy focuses your complaint and increases your credibility.

**2. KNOW WHAT YOU WANT (WITHIN REASON).**

Would a coupon, price reduction, refund or apology solve the problem? Decide specifically what action you would like to be taken. Give some thought to a secondary position if your initial request is not met. Keep in mind that your request has to be something the company can reasonably accommodate.

**3. PREPARE.**

Research the company online to determine the contact information for the department or individual likely to have the authority to grant your request or solve your problem. Conduct an online search to see if other customers or consumers have had similar complaints and how they were resolved. Before contacting the company or making a complaint, take time to organize your thoughts and put them in writing. Include your intended point of contact, a concise narrative of the events, including dates, the source of your primary complaint, and finally what action you would like the company to take.

**4. DEAL WITH DECISION MAKERS.**

Particularly if you are dealing with a large company by phone, you may have to re-state your request to speak to the supervisor, owner, or escalation department multiple

times, but it typically pays off. As a general rule, if the individual you are speaking with tells you they don't have the authority to grant your request, ask to speak to their boss.

**5. TAKE NOTES.**

Each time you contact the company make a note of the date, time, and the name of the individual you spoke with and the content of the conversation. Be certain to note if there is any additional information you have been asked to provide or action you need to take, and the date by which you need to have the task accomplished. Take note of what, if any, dates the company promised you certain actions would be taken or decisions would be made so you can follow up if those deadlines are missed.

**6. GET IT IN WRITING.**

Whatever arrangement you are promised, ask for it in writing. Even if that writing is e-mail, request some document that confirms the agreement you reached.

**7. BE MINDFUL OF THE STATUTES OF LIMITATIONS.**

Wisconsin law restricts the amount of time you have to bring a lawsuit. The specific time limit depends on the type of claim. If you are not satisfied with the response you have received and you are considering litigation, please act quickly or contact an attorney to advise you on these strict deadlines.



Jen Hayden

# PRACTICAL SOLUTIONS FOR CONSUMER DISPUTES



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Parents of a child with special needs (developmental disabilities, mental illness, autism, severe physical handicaps) must use extra care in their estate planning. Whenever that child will need to receive need-based government benefits such as Medical Assistance i.e., (Medicaid (M.A.) or Title XIX), or Supplemental Security Income i.e., (SSI), the parents' estate plan must not block their child's eligibility. M.A. pays for the child's medical and residential costs. SSI is a monthly cash benefit that also helps to pay the child's costs.

"Need-based" means the child's total asset ownership cannot exceed \$2,000 and his/her income cannot exceed a total that varies with the facts of each situation but is usually approximately \$800 per month.

# ESTATE PLANNING

## FOR FAMILIES WITH A SPECIAL NEEDS CHILD

Parents want all of their children to be included in their estate plan and benefit from inheritance. How can parents include their special needs child in their estate plan and still keep the child eligible for the essential government benefits?

By transferring the special child's share of the parents' estate assets to a Special Needs Trust the child will be included in the parents' estate plan and still be eligible to receive the government benefits that pay his/her medical and residential costs and provide helpful monthly cash. The Trust, not the child, owns the inherited assets and the Trustee of the Trust can control income distribution to maintain the child's eligibility.

The key test for any Special Needs Trust is that the special needs child has no personal authority to reach and control the assets inside the Trust. The Trust assets are not, therefore, "available" to the child. The Trustee has discretion and absolute authority.

When the special needs child dies, the Trust states where any remaining assets will be distributed - often to siblings of the special child. If assets in the Trust resulted from the special child's accumulated work efforts or were a personal injury recovery, then Wisconsin or any other State which has provided government benefits to the special needs child will have a lien to be reimbursed out of any assets remaining in the Trust at the child's death.

Eight to ten percent of all families have a child or other dependent person who needs to receive, or ultimately will need to receive, Medical Assistance and SSI. Give those families that you know a copy of this article. The Special Needs Trust is the answer to a problem they did not know how to solve.



John A. Stocking