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The views expressed in the Roanoke Bar Review do not represent the policy or carry the endorsement of the Association unless specifically noted.

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## NEW DYNAMICS FOR VIRGINIA UIM

BY JOHN D. EURE, ESQ.

Effective July 1, 2010, the Virginia General Assembly has attempted to change the litigation and settlement dynamics for auto claims involving UIM coverage. Code Sec. 38.2-2206, which governs underinsured motorist coverage, now contains a new subsection L that permits liability and UIM insurers willing to pay their limits to shift the costs of defending auto claims litigation to insurers unwilling to pay their limits.



This article will break the new statutory language into sections, identifying and explaining the issues that the statute clearly addresses. It will also point out questions that remain open. First, however, a bit of background.

Auto liability insurers in Virginia have long had an obligation of good faith toward their insured defendants that extends to the handling of settlement offers. That obligation takes on crucial importance where failure to settle could expose the insured defendant to a judgment in excess of the available liability coverage. That situation exists by definition where the plaintiff's claim is large enough to implicate UIM coverage. Breaches of this duty of good faith can make the liability insurer responsible for the entire judgment. And, if the liability insurer's offer of its full coverage does not settle the case, the insurer retains the duty to defend its insured.

UM and UIM insurers, in contrast, have no parallel obligation to their insured (the plaintiff) in handling settlement negotiations. They are, in fact, adverse to their insured, and have the right to appear in an adverse role in the tort litigation. Once they have been served in the tort case, their obligation to pay is triggered only by judgment. Their liability on the claim is capped by their contractual limits of coverage. Depending on a variety of particular circumstances, a UM or UIM insurer may have only a limited incentive to settle a claim.

Moreover, Virginia's very strict interpretation of the "consent to settlement" condition in the UM endorsement gives a single non-consenting and non-settling insurer the power to prevent even a partial settlement, because a plaintiff who accepts funds from any insurer loses his claim against the coverage of any non-consenting UM/ UIM insurer.

Against this background, several prior sessions of the General Assembly have seen efforts to devise a statutory incentive that would alter the settlement dynamics of litigation involving UIM coverage. Until the 2010 session, those efforts failed to produce any change in the law. Now, however, subsection L has been added to the governing statute.

**The cost shifting mechanism.** It will be helpful to work through this new language piece by piece. I will insert labels to break up the first, long sentence and the second, much shorter one into their functional parts.

[The triggering event] **If the liability insurer or insurers providing coverage to an underinsured motor vehicle owner or operator make an irrevocable offer in writing to pay the total amount of liability coverage available for payment with reference to a claim for property damage or bodily injury,**

[The timing of the result] **60 days following written notice of the offer to any insurer or insurers providing underinsured coverage that have been served pursuant to this section,**

[The first result] **the insurer or insurers providing liability coverage shall be relieved of the cost of defending the owner or operator incurred thereafter, including expenses as well as reasonable and necessary attorney fees, and**

## U.S. DISTRICT JUDGE GLEN CONRAD BRINGS WEALTH OF EXPERIENCE TO CHIEF JUDGESHIP

BY CARROL M. CHING, ESQ.

After serving on the federal bench for almost thirty-five years, United States District Judge Glen E. Conrad assumed the role of Chief Judge for the Western District of Virginia on July 3, 2010. Judge Conrad's distinguished legal career began in Abingdon in 1975. He had graduated from the College of William and Mary's Marshall-Wythe School of Law the previous year, having also received his undergraduate degree from that institution. Following a brief turn as an interpreter/host for Colonial Williamsburg, Judge Conrad assumed a dual role as a United States Probation Officer for the Western District of Virginia as well as the law clerk for United States District Judges Ted Dalton and James Turk. Just one year thereafter, he was appointed a United States Magistrate Judge in May of 1976. In this capacity, Judge Conrad first served in Abingdon before moving to Charlottesville in 1978 and then to Roanoke in October of 1981. Judge Conrad had served as a Magistrate Judge for more than twenty-five years when he was confirmed as a United States District Judge in September of 2003. He now looks forward to his seven-year tenure as Chief Judge.



In this position, Judge Conrad will be responsible for overseeing all administrative matters and personnel issues in the district. As a result, he expects to coordinate very closely with both the Chief Probation Officer, Phil Williams, and the Clerk of Court, Julie Dudley. Although Ms. Dudley is new to the court, she has an extensive background as an administrator, among other roles, with the United States Attorney's Office for the Western District of Virginia. As a result, Judge Conrad recently stated that he was confident that she would "smoothly transition into the new position."

Another key responsibility for the Chief Judge will be to act as the liaison between the district and the Administrative Office of the U.S. Courts ("AO"). The AO requires the completion of periodic reports as well as the dissemination of relevant information to the other judges in the district and to appropriate court personnel. Finally, as the Chief Judge, Judge Conrad will be responsible for financial matters including the adoption of the budget formulated on a yearly basis by the financial group within the court.

In addition to these more formal responsibilities, Judge Conrad will take the lead in making or refining overall policies for the Western District of Virginia. For example, there is currently a vacancy for a new District Judge. Once that position is filled, and given the fact that there are three senior judges in the Western District, there may be a need for a reassignment of cases. Judge Conrad expects to coordinate the discussion regarding the appropriate division of cases, although ultimately the result will be based upon the joint decision of all the judges in the district. In fact, Judge Conrad noted that there is a "tradition in this district of cooperation and collegiality" and that "most decisions are made jointly and after consultation."

During his recently completed tenure as Chief Judge, United States District Judge James P. Jones adopted a set of local rules for the Western District and formalized certain procedures throughout the district. Judge Conrad expects to continue to fine tune these procedures as required. The Western District is dominated by the division structure, however, each of which has its own personality to some extent due, in part, to the distance between divisions. As a result, Judge Conrad indicated that he does not currently see any need to standardize the pretrial orders already set in place by each individual judge, particularly because they do not contain any major variations.

Although Judge Conrad, as the new Chief Judge, does not expect to implement any major changes in the running of the court in the Western District, lawyers practicing in this district can continue to expect a high level of professionalism and consistency with past procedures. With his wealth of legal and court experience, Judge Conrad should ably and successfully lead the United States District Court for the Western District of Virginia through the next seven years.

*Carrol M. Ching served as law clerk to Judge Conrad from 2004 to 2005 and again from 2007 to 2009. She is currently a happy stay-at-home mom to Caleb, 8, and Stephen, almost 4.*

## NO BILLS NIGHT

BY LEIGH R. STRELKA, ESQ.

Another successful No Bills Night was held on March 16, 2010. No Bills Night is a program put on by the Young Lawyers Conference of the Virginia State Bar and is a special call-in program which offers individuals free, confidential telephone consultations with lawyers. It is an opportunity for members of the Virginia legal community to provide a valuable service to the local community, while promoting the legal profession in a positive manner.

There are several No Bills Nights that are put on throughout the state, normally in the Spring and Summer, but the program is expanding due to a significant need in the community. The Roanoke "No Bills Night" coordinates with the Council of Community Services and WSL News Channel 10. Thirteen volunteers from the legal community were at both of these locations on Tuesday, March 16, 2010 from 5:00-6:30PM, attempting to identify the specific legal problem raised by the callers, and offering advice and suggesting available avenues for relief.

While the volunteers answered approximately 240 calls in just an hour and a half this year, the need for legal services from the community was astounding. News Channel 10 was able to inform us that they received over 3,500 calls during the newscast!

A big thanks to all of our No Bills Night Volunteers:

Ben Byrd	Cate Huff
Jonas Callis	David Steidle
Roy V. Creasy	Leigh Strelka
Lauren Ellerman	Tommy Strelka
Mike Finney	Lindsey Coley
Scott R. Geddes	Max Wiegard
Travis Graham	

*Leigh R. Strelka is an Associate at Gentry Locke Rakes & Moore.*

## WANTED!!

Barrister Book Buddies is beginning its 11th year and **we need Buddies!** Make a difference in a child's life and sign up to read 1 hour a month.

Register on the RBA web site at [www.roanokebar.com](http://www.roanokebar.com), click on "events."

We need you, and the children need you. Please sign up today!



## NEW DYNAMICS FOR VIRGINIA UIM

(Continued from page 1)

[The second result] **the insurer or insurers providing underinsured coverage shall reimburse the liability insurer or insurers for the costs to defend the underinsured motor vehicle owner or operator to the date of the underinsured motorist insurer's offer of its limit of coverage.**

[What does not change] **The liability insurer or insurers shall nonetheless retain the duty to defend their insured.**

First, note that the new statutory language addresses only insurers providing liability and UIM coverages. Pure UM claims are not addressed. Also note that the statute does not address whether a primary liability insurer can shift the costs of defense to an excess liability insurer, where both exist on a claim. The statute deals only with shifting of defense costs from a liability insurer to a UIM insurer, and then from one UIM insurer to another.

A liability insurer may decide to offer, irrevocably and in writing, its total liability coverage "available for payment." That is a defined term under Code Sec. 38.2-2206. It means the face amount of the applicable liability coverage reduced by the payment of other claims arising from the same occurrence.

The offer must be irrevocable and in writing. Query whether an irrevocable offer conditioned on the UIM insurer's agreement to release its subrogation claim is a valid "offer" under the statute. If not, then the new statutory mechanism may be of diminished value, because the liability insurer's duty to defend its insured arguably embraces vigorous efforts to protect the insured from a subrogation claim.

It would seem that an offer so conditioned could also be "irrevocable" so as to satisfy the statute.

This offer mechanism works for both property damage and bodily injury claims. Under subsection B of the statute, "bodily injury" includes death resulting from bodily injury, so death claims are also embraced by this new mechanism.

Written notice of the liability insurer's offer must be given to all insurers providing UIM coverage that have been served with process pursuant to Code Sec. 38.2-2206. A UIM insurer that has not yet been served cannot be forced to step up to the plate through a liability insurer's statutory offer. This makes it doubly important for the plaintiff to serve every potentially involved UIM insurer at the outset of the litigation.

It would seem natural for the offering liability insurer to give notice of the offer to the UIM insurers, in order to make sure there is a UIM insurer on the other end to "receive" the defense costs. The statute, however, does not specify who must actually give that notice. In some circumstances the plaintiff's attorney may have better information about the location of potential UIM coverage, especially before suit is filed. Nothing on the face of the new statute would seem to prevent the plaintiff's attorney from giving effective written notice of an irrevocable offer of liability coverage to UIM insurers, in order to encourage them to deal with the claim.

Sixty days after this written notice, the liability insurer is relieved of the "cost of defending" the tort case. After the 60 day period has expired, the "costs to defend" shift to the UIM insurer(s), subject to some exceptions discussed below. Those costs include "expenses as well as reasonable and necessary attorneys fees." Trial preparation can, of course, generate significant costs, including fees for expert witnesses. The statutory language seems straightforward, but it is not hard to foresee future litigation over what "expenses" are included under the statute and what defense attorneys fees are "reasonable and necessary."

It appears that if, during this 60-day period, the UIM insurer(s) make an offer that settles the tort case, the liability insurer remains responsible for the costs of defense. If the UIM insurer(s) do not settle the case within the 60 days, however, the liability insurer is relieved of the defense costs "incurred thereafter." "Thereafter" appears to begin after the 60-day period expires, leaving the liability insurer responsible for defense costs from the inception of the claim until the end of the 60-day period. Thus, the UIM insurer(s) have a meaningful but not overly generous period of time within which to evaluate the case and attempt to negotiate a settlement, or to offer their full limits toward a settlement.

Even after the 60-day period, however, the duty to defend remains with the liability insurer. This means the choice of defense counsel remains with the liability insurer, and defense counsel will continue to discuss the defense of the case with that insurer's claims staff. Presumably, the liability insurer will continue to pay the defense costs and fees, but the UIM insurer(s) "shall reimburse" the liability insurer for costs and attorneys fees incurred after the 60 day period has expired.

Query whether liability insurers will immediately begin billing the UIM insurer(s) on an interim basis, or whether the reimbursement issue will be left for the end of the case. It would seem that interim billing would comport better with the apparent statutory purpose of using defense costs to encourage UIM insurers to be active in evaluating the case for settlement. But if any of the exceptions to the reimbursement mechanism, discussed below, potentially apply in a given case, reimbursement may have to be delayed until the end of the case.

**Where Multiple UIM coverages apply.** The third sentence of the new subsection addresses circumstances in which more than one UIM coverage applies to a claim:

**If underinsured motorist coverage is provided by more than one insurer, the cost to defend shall be assumed in the same order of priority as set forth in subsection B with regard to the payment of underinsured benefits upon the offer of each underinsured motorist insurer's limit of coverage.**

This sentence picks up on a point addressed at the very end of that long first sentence. In accordance with that first sentence, a UIM insurer that does not settle the case within the 60-day period assumes responsibility for costs and attorneys fees "to the date of the underinsured motorist insurer's offer of its limit of coverage." Here, it is crucial to recall the order of priority for UIM coverages established by Code Sec. 38.2-2206. The policy on the involved vehicle is first; policies not covering the involved vehicle under which the injured plaintiff is a named insured are second; and policies not covering the involved vehicle under which the injured plaintiff is an additional insured are third. These priorities apply both to the obligation to pay a claim and to the allocation of the "credit" for available liability coverage.

(Continued on page 5)

## PRESIDENT'S COLUMN

BY FRANCIS H. CASOLA, ESQ., PRESIDENT



In the 85 years of the Roanoke Bar Association's existence, the RBA has been blessed with strong leadership and certainly in recent years some very active boards. This year will be no exception with the addition of new board members, Tom Miller, Rich Maxwell, Steve Lemon, David Cohan, Mike Cleary, Amanda Shaw and Jennie Waering - to hold over directors Lori Thompson, Brad Braford, Kevin Holt, Jonnie Speight, Mike Whitlow, Leah Gissy and Roy Creasy. Our executive director, Cathy Caddy, continues to keep things running efficiently. RBA membership stands at over 520, and the RBA's luncheons are as popular as they have ever been, with monthly attendance averaging over 90 attendees.

The RBA's programs and community service are the hallmark of the organization. You can find out more about the programs described below and sign up to assist with one of these valuable projects on the RBA website at <http://www.roanokebar.com/programs.html>.

Barrister Book Buddies is getting organized, and it is not too late to sign up for the rewarding experience of reading to a Roanoke City class. In addition, the RBA has just obtained a grant from the Virginia Law Foundation to continue the *Rule of Law Program* in partnership with the Salem/Roanoke County Bar Association. The program, which was designed by Michael Pace during his tenure as President of the Virginia Bar Association, enhances middle school students' understanding and appreciation of the Rule of Law. Over the past two years, dozens of our lawyers were in middle schools in the Valley teaching the Rule of Law. We hope you will agree to help out again with this worthy project this Fall. Look for more details in the coming month.

The RBA is also in the business of teaching adults in the community about the law, thanks to the leadership of Mike Whitlow and Roy Creasy in creating and implementing the *You and the Law* program series this past year. This program includes a series of presentations by panels of lawyers and judges on different legal topics of interest to the general public. The program will be held again early next year.

Youth Court program for high school students continues to be well received. Bill Callahan has done a great job in running that program for years. If you are interested in acting as

a resource during disciplinary hearings run by students, please contact Bill at [william.callahan@leclairryan.com](mailto:william.callahan@leclairryan.com) or 777-3068, and he will get you involved.

Santa in the Square is another RBA program that has been wildly successful thanks to Lori Thompson's planning and the efforts of many of our volunteer members. It will be held on Monday, December 13, 2010 from 6:00-8:00 p.m. at the Center in the Square. Anyone interested in volunteering to assist in planning this event should contact Lori Thompson at [lori.thompson@leclairryan.com](mailto:lori.thompson@leclairryan.com) or 510-3011 or Cathy Caddy at [roanokebar@earthlink.net](mailto:roanokebar@earthlink.net) or 342-4905.

For the members, Lori Thompson is working on a line up of engaging and interesting speakers for our monthly luncheons. Cynda Ann Johnson, M.D., Dean of the Virginia Tech Carilion School of Medicine, spoke in September. Other confirmed speakers we have this Fall are: Virginia Attorney General Kenneth T. Cuccinelli, II (October); Representative Bob Goodlatte (November); and Christopher Morrill, Roanoke City Manager (December). The Board is also working on scheduling our annual picnic for members and their families this Fall, and we will try something new by holding it at the Mill Mountain Zoo. Details will be forthcoming shortly.

Finally, the format of the annual Gala will be changed this year. In lieu of a speaker and sit down dinner, we will have a *Casino Night*, with hors d'oeuvres and an evening of roulette, craps, and blackjack for entertainment. This will be an exciting change, and we hope you will make plans to join us for an evening of good food, fun, and fellowship with your colleagues and members of the business community. The Gala will remain a key fundraiser for the Roanoke Bar Association Foundation and its James N. Kincanon scholarships, and this year also will benefit Roanoke City Schools' Teachers' Fund, which provides financial support for teachers to purchase supplies for special projects and activities for Roanoke City School children. The *Frank W. "Bo" Rogers Lifetime Achievement Award* and the *Young Lawyer of the Year Award* will be presented at the RBA annual membership meeting on June 14, 2011, where scholarship recipients also will be recognized.

As you can see, the RBA remains one of the most active bar associations in Virginia. The RBA only can be this active because its member volunteers are so involved. So thanks to you for everything you do for the Association. The Board and I are looking forward to another fantastic bar year.

### Your Ad Here

We welcome advertising in every issue of the *Roanoke Bar Review*. Rates and information are available at [www.roanokebar.com](http://www.roanokebar.com) - click on "Policies and Procedures." **\$25 will send this ad to over 500 lawyers and judges in the Roanoke Valley.**

### WANTED!!!!

The *Roanoke Bar Review* is in need of articles and court opinions for upcoming issues. Please contact one of the Editors listed on page 1 and volunteer your expertise!

## NEW DYNAMICS FOR VIRGINIA UIM

(Continued from page 3)

Depending on the coverage limits of the policies involved in a particular claim, one or more priorities of UIM coverage may be completely shielded by the credit for liability coverage. This will make one or more higher-priority UIM policies responsible for the next dollar towards settlement or satisfaction of a judgment. Thus, the UIM insurer that, following allocation of the credit, has the next dollar of coverage after the liability insurer has offered its limits is the insurer that assumes responsibility for the defense costs. But that UIM insurer assumes that responsibility only until it, too, offers its limits of coverage.

The statute does not describe the form of an offer of UIM limits that satisfies the statute. It does not specify whether that offer must be in writing or must be irrevocable. Litigation may be required to establish whether, given that omission in the statute, an offer that is not in writing, or is not irrevocable, constitutes an "offer" for purposes of this statute. The safer course by far will be to make an irrevocable offer in writing.

If a first priority UIM insurer offers its coverage, that insurer's responsibility for defense costs ends as of the date of the offer. The responsibility for defense costs then shifts to the next UIM insurer in line. Where there is only one insurer in a lower priority, an offer of limits by that insurer will push the defense cost reimbursement obligation onto the next priority. Notably, the statute does not provide any waiting period for this shifting of payment responsibility among UIM insurers. There is no 60-day period, as when a liability insurer offers its coverage, during which the recipient of the defense payment obligation can assess the case and try to settle it. UIM insurers, therefore, will need to be well informed about the case, or quickly become so, in order to respond.

Sometimes, moreover, multiple insurers occupy one of the priority positions, as where the plaintiff is a named insured (the second priority) under multiple policies, or is an additional insured (the third priority) under multiple policies. In those instances, presumably one insurer in the priority that is sharing the defense cost reimbursement obligation can offer its limits, thereby shifting all future costs onto the remaining insurers in that priority.

One thing is clear: detailed accounting with respect to defense costs will be required in order to allocate those costs to the appropriate insurer.

**Exceptions to the cost-shifting mechanism.** Finally, the new subsection ends by specifying three exceptions to the cost-shifting mechanism:

**This subsection shall not apply in the event of either a jury verdict being returned in an amount equal to or less than the total liability coverage available for payment or a dispositive ruling dismissing the plaintiff's complaint. This subsection shall not apply to costs incurred in connection with an appeal.**

These express exceptions in effect are statutory conditions attaching to any offer of limits, either by a liability insurer or an UIM insurer. The first exception says that if, despite a valid offer of limits, the tort case does not settle and the verdict is equal to or less than the liability coverage available for payment, then the cost-shifting mechanism is a nullity, and the liability insurer bears all defense costs. In one sense, this exception expresses the liability insurer's primary responsibility for providing a defense, and it preserves the pre-amendment situation in that respect. In another sense, however, this exception rewards a UIM insurer that decides to gamble on the trial of the case and wins the gamble. To that extent, it potentially cuts against the apparent motive behind the new statutory mechanism, which is to encourage settlements. Query whether this exception applies to a defendant's verdict.

The second exception nullifies the cost shifting mechanism in the event of a "dispositive ruling dismissing the plaintiff's complaint." In light of recent opinions from the Supreme Court of Virginia instructing trial courts not to take cases away from the jury, this exception seems a largely theoretical exercise. This exception, too, appears to reflect the liability insurer's primary responsibility for defense costs, and it preserves the pre-statutory allocation. It ignores, however, the actual litigation dynamics of a case involving major injuries, major trial preparation costs, and a potentially huge excess verdict, but also a potentially case-ending legal issue. In the present climate, that legal issue may well be addressed at trial only after a verdict, and it may well be finally determined only on appeal. If the legal defense prevails as a matter of law only after a full trial and an appeal, all defense costs will be borne by the liability insurer. UIM insurers will have the option to gamble on the legal defense, and neither pay for it nor offer enough to settle the case. Query whether this dynamic is what the drafters of the new language desired.

Note that this exception applies only to a dispositive ruling "dismissing the plaintiff's complaint." It will be vitally important to distinguish between rulings that result in dismissal (for instance, the sustaining of a demurrer) and those that result in judgment for the defendant (for instance, the grant of a motion to strike, or a post-trial ruling on the sufficiency of the evidence as a matter of law, or a defendant's verdict on the merits). In drafting orders, counsel will need to be precise about the legal effect of each ruling. Future litigation over whether a particular defense result falls within this exception can be anticipated.

The statute also includes a blanket exception for "costs incurred in connection with an appeal." This exception, too, reflects the liability insurer's primary defense obligation and preserves the pre-statutory arrangement for paying for an appeal. The wide variety of possible results on appeal makes it difficult to assess whether this exception undermines the apparent purpose of this statutory amendment.

A plaintiff's appeal from a defendant's verdict directly implicates the liability insurer's primary defense obligation. But a plaintiff's appeal from an assertedly inadequate verdict may, as a practical matter, implicate only the coverage of one or more UIM insurers. Appeals about evidential issues, or trial rulings that diminished the force or value of the case at trial, similarly may be of practical significance primarily to a UIM insurer. Query whether imposing all costs of appeal on the primary liability insurer advances the cause of promoting settlements.

Finally, the statute leaves many questions unanswered. For instance, does this new statutory mechanism apply to all claims and cases existing on July 1, 2010, or only to cases arising on and after that date? Can a liability insurer or a UIM insurer give effective notice before an action is filed on a claim, so as to shift defense costs from the outset? How will the cost-shifting mechanism work where there are legitimate coverage questions? Some of these questions undoubtedly will be answered only through litigation or further statutory amendments. And, most significantly, what will be the practical effects of this cost-shifting mechanism on settlement negotiations, mediations, and appeals? Will the new mechanism actually encourage settlements? To what extent? Only time will tell.

## ROANOKE LAW LIBRARY NEWS AND INFORMATION

BY JOSEPH KLEIN, LAW LIBRARIAN



Summer is over, and the hottest days are behind us. Soon things that are

now green become a thousand shades of red, yellow and brown, the weather will cool, and pumpkins will appear everywhere. I am everywhere now as well, as I am working half a day Tuesday through Friday at the Main Library on Jefferson Street in the Virginia Room, the Roanoke Public Library's fantastic Virginia history and genealogy collection. As you have probably heard, the Roanoke Law Library was forced by citywide budget cuts to reduce operating hours as of the beginning of July. Currently, the Law Library is open Monday from 8:00 AM until 4:30 PM and Tuesday through Friday from 8:00 AM until 12 noon. We apologize for any inconvenience and hope in the future to expand our hours to their prior levels.

While our hours may have changed, all the benefits and services that were previously offered continue to exist. We still offer friendly and helpful service, access to an extensive legal collection, and support for your legal research needs. We are still updating the core of our state and federal legal resources, particularly our Virginia resources. We still offer free access to Westlaw, which provides all state and federal statutory and case law as well as many powerful secondary resources. It is still possible for Roanoke Bar Association members to check out our Virginia Continuing Legal Education materials with their Roanoke Valley Library cards

(to search for CLEs, use our online catalog located at [www.rvl.info](http://www.rvl.info) and limit your search to the Law Library). We have also recently installed a book drop near the entrance to the Law Library so you can return library materials even after we have closed for the day.

As always, the Roanoke Public Library will offer a variety of fantastic programs throughout the Fall, including musical performances, art exhibits, children's events, and computer classes (please see our monthly newsletter 'the spot' accessible online at [www.roanokeva.gov/library](http://www.roanokeva.gov/library) for more information). All of these programs are made possible by the generous support of the Roanoke Public Library Foundation. If you would like to support these programs and the Roanoke Public Library Foundation, we currently have a "Rev Up to Read" fundraiser. Every library branch, including the Roanoke Law Library, is selling raffle tickets and a chance to win a \$350 package to attend the Fast Relief 500 NASCAR race at Martinsville Speedway.

If you have any questions about the Roanoke Law Library or the Roanoke Public Library, please don't hesitate to contact me at 540-853-2268 or [joseph.klein@roanokeva.gov](mailto:joseph.klein@roanokeva.gov).



## SELECTED HISTORICAL HIGHLIGHTS OF THE ROANOKE BAR

### 85 years ago (1925)

- The Roanoke Bar Association is formally established, and its stated original purposes are "to assist the courts in the execution of justice; to maintain the ethical standards of the bar; to promote good fellowship at the bar; to own and maintain libraries; and to do generally any and all things that may be helpful to the courts or bar."
- The Roanoke Law Library is established by the Roanoke Bar Association exclusively for the use of its members.

### 34 years ago (1976)

- Roanoke Public Defender Office opens.
- The Roanoke Public Library begins administering the Roanoke Law Library, and the Law Library becomes open to the public.

### 16 years ago (1994)

- First edition of the Roanoke Bar Review newsletter published.

### 14 years ago (1996)

- The City of Roanoke and the Roanoke Bar Association dedicate the Roanoke Law Library Conference Room in honor of Clayne M. Calhoun, the law librarian at the Roanoke Law Library for over 14 years.

### 13 years ago (1997)

- The Roanoke Bar Association Foundation is established with funds carefully saved by James N. Kincanon, the Secretary-Treasurer of the Roanoke Bar Association for over 50 years, and a scholarship was established in his name.

### 11 years ago (1999)

- The Roanoke Bar Association implements the Barrister Book Buddies program, an award-winning community service program to read one hour a month to an elementary school class.

### 7 years ago (2003)

- The Roanoke Bar Association begins relying primarily on electronic communication to contact members.

### 6 years ago (2004)

- The community service program, Wills for Heroes, sponsored jointly by the VSB Young Lawyers Conference, the VBA Young Lawyers Division, and the Roanoke Bar Association is implemented, offering free wills and other estate planning documents to the Roanoke Valley's "First Responders".
- In association with the Greater Roanoke Valley Character Coalition, the Roanoke Bar Association assisted in establishing and operating the first Youth Court to be established in the Commonwealth of Virginia.
- The Virginia State Bar recognizes the Roanoke Bar Association with an Award of Merit for the James N. Kincanon Scholarship program and with a Certificate of Achievement acknowledging the Roanoke Bar Review Newsletter.

# ANNOUNCEMENTS

NEW MEMBERS
<p><b>The Roanoke Bar Association welcomes the following new Active Members:</b></p> <p><b>Kimberly Kristine Bandy</b> Giles &amp; Lambert, PC</p> <p><b>Thomas T. Cullen</b> U.S. Attorney's Office</p> <p><b>Heath A. Hixson</b> Sprague &amp; Hixson, LLP</p> <p><b>Matthew J. O'Herron</b> Turbitt &amp; O'Herron, PLLC</p> <p><b>King F. Tower</b> Spilman Thomas &amp; Battle, PLLC</p> <p><b>Carroll D. Rea</b> has received the status of <b>Life Member</b>, which is offered to RBA member who have practiced law for over 50 years.</p>

UPCOMING EVENTS
<p><b>Roanoke Bar Association Meetings 2010 - 2011</b></p> <p>October 12, 2010 November 9, 2010 December 14, 2010 January 11, 2011 February 8, 2011 March 8, 2011 April 12, 2011 June 14, 2011</p> <p><b>Bar Leaders Institute</b> October 22, 2010 Roanoke Higher Education Center</p> <p><b>Santa in the Square</b> December 13, 2010</p> <p><b>Roanoke Bar Association Foundation Gala</b> April 29, 2010</p> <p>Go to <a href="http://www.roanokebar.com">www.roanokebar.com</a> for more information on these and other RBA events.</p>

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Thomas H. Miller Secretary-Treasurer	527-3510
Roy V. Creasy Past-President	342-0729
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Kevin W. Holt	983-9377
Stephen W. Lemon	982-1000
Richard C. Maxwell	983-7628
Amanda E. Shaw	224-8019
Jonnie L. Speight	767-2036
Jennie L. M. Waering	857-2905
Michael S. Whitlow	904-7835



**DON'T FORGET TO CHANGE YOUR ADDRESS!**

Name: \_\_\_\_\_ Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Complete and Forward to:** Roanoke Bar Association, P.O. Box 18183, Roanoke, VA 24014  
Fax: 342-1252 Email: [roanokebar@earthlink.net](mailto:roanokebar@earthlink.net)

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