

FRIEDMAN & FEIGER

ATTORNEYS AT LAW

OPEN-CARRY IN TEXAS



Don't run for cover if you see a holstered handgun on someone's hip. On January 1, 2016, the Texas "Open-Carry Law" went into effect allowing anyone already licensed to carry a handgun to openly carry a holstered handgun in most public places. The new law, House Bill 910, authorizes individuals to openly carry a handgun in the same places that already allow the licensed carrying of a concealed handgun with the exception of schools, college campuses, sporting events, bars, voting locations, government buildings, correctional facilities, and secure areas of airports—among others. For private business, it's up to the business owners to decide.

Under the new law, whether loaded or unloaded, unconcealed handguns must be carried in a shoulder or belt holster; if an individual holds a valid Concealed Handgun License (CHL) he or she may continue to carry with a valid existing license; a separate license is not required to openly carry a handgun; and, individuals currently licensed are not required to attend additional training.

Most business owners in Texas will have to weigh the importance of preserving the comfort and safety of their customers verses the ability of their patrons to carry handguns (either openly or concealed) in their premises by posting proper signage on entrances.

If a business owner chooses to bar individuals from carrying both a handgun (openly or concealed) on their property, they must post signs that meet the following requirements:

- The signs must appear in contrasting colors with block letters at least one inch in height;
- They must be in both English and Spanish; and,
- They must be displayed in a "conspicuous manner" at the property's entrance.

If a business owner chooses to bar open-carry on their property, the sign must state the following:

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

If a business owner chooses to bar concealed carry on their property, they must post a separate sign that must state the following:

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

The Open-Carry Law only applies to buildings and not to the areas surrounding the buildings. The Open-Carry Law does not prohibit guests and employees from storing lawfully possessed firearms and ammunition in vehicles in your parking garage or from carrying in public spaces around the building such as sidewalks or parking lots.

There is no safe harbor for business or property owners in the Open-Carry Law. It does not protect the premises owner or employer from liability if someone is injured or killed by a licensed handgun owner in your place of employment or on your property if the owner did not ban them from the place of employment or premises or if an owner did not take reasonable steps to protect an innocent person.

What to do: You need to be proactive to protect your business and yourself. I recommend that you contact us immediately to assist you: (1) in formulating and preparing a company policy on "Open-Carry" and adding it to your Employee Manual; (2) to prepare signs that reflect your Company's weapon's policy in your place of business or on your property; (i) to ban concealed handguns and open-carry from your premises and place of business; or, (ii) to bar open-carry from your premises and place of business; or, (iii) to ban concealed handguns from your premises and place of business; and, (3) in formulating and preparing a crises management plan—a road map for immediate action,

(Continued on page 3)

INSIDE

In The Spotlight 2

The Benefits of Mediation 2

Employment Contracts 3

Texas Open-Carry (continued) 3

Calendar of Events 4



In The Spotlight—Teresa Guerra Snelson



AREAS OF PRACTICE: • School Desegregation Litigation
• General Business Litigation



Teresa Guerra Snelson works together with Marcos Ronquillo’s team specializing in school desegregation litigation.

Prior to joining Friedman & Feiger, Teresa was an Assistant District Attorney, Chief of the Civil Division, for Dallas County. Appointed to act as general counsel, she managed the Dallas County District Attorney’s Civil Division. She supervised nineteen attorneys and was a legal advisor to the County’s elected officials, department heads and employees. In this role, she oversaw the County’s transactional, personnel, administrative and litigation matters.

istrative and litigation matters.

For eight years, she served as an Associate Judge for the Dallas County Civil District Courts. Her responsibilities included assisting the judges presiding over thirteen general jurisdiction trial courts of Dallas County with docket management. In addition to presiding over hearings and resolving contested issues, she routinely decided requests for temporary restraining orders and other extraordinary relief, motions for summary judgment, jurisdictional challenges, dispositive pleas, discovery disputes, default judgments and requests for post-judgment relief. She also presided over bench and jury trials.

As Senior Assistant General Counsel for the Texas Department of Public Safety, she provided legal services and counsel regarding personnel and litigation matters to the Department’s Commissioners, senior management and its civilian and law enforcement employees. She was responsible for overseeing claims and lawsuits assigned to the Office of the Attorney General.

Her legal career also includes years devoted to insurance defense and general business litigation.

She is admitted to practice in the Northern, Southern and Eastern Districts of the Texas U.S. District Courts and the Fifth Circuit Court of Appeals.

Teresa graduated Magna Cum Laude with a B.A. in Political Science and a minor in Spanish from the University of Houston. She earned her Juris Doctor degree from the University of Houston Law Center.

She was honored to serve as President of the Hispanic Bar Association in 2011. She has also served on the Dallas Hispanic Bar Association Advisory Board on several occasions, the latest being in 2015. She served as Co-Chair of the Hispanic National Bar Association’s Annual Convention in 2011. She is a member of the Dallas Bar Association, the Texas Bar Foundation and the Dallas Association of Young Lawyers Foundation.

Teresa Guerra Snelson can be reached at (972) 788-1400 or email her at tsnelson@fflawoffice.com

The Benefits of Mediation By Carter Boisvert

In my experience as a commercial litigator, frequently lawsuits are resolved through some form of alternative dispute resolution—or settlement process. Settling lawsuits has benefits to the parties by avoiding the aggravation, expense, and uncertainty of trial. It also benefits the judicial system in general by relieving it of the heavy burden of trying every case.

Mediation is one process by which parties to a dispute and a trained, impartial, mediator attempt to resolve the dispute by communicating the parties’ positions and finding points of agreement that will hopefully result in a settlement of the dispute. It can be a powerful tool in resolving your case. Other forms of alternative dispute resolution that are less formal and less expensive than a trial include evaluation, negotiation, conciliation, settlement conferences and arbitration.

As with every other aspect of the litigation process, preparation is essential before any mediation. Understanding both your case and your opponent’s case, as well as having command of the law and the facts, allows you to negotiate from a position of strength. Choosing the proper time to mediate, therefore, is essential. Clearly the parties need enough information to determine the fairness of a settlement offer. Generally mediation takes place after a substantial amount of discovery has taken place. However, there are certainly times when it is advantageous to mediate

at the beginning of a dispute.

It is important that all sides in the mediation be prepared to commit the time to resolving the case. Mediations frequently go into the late hours of the evening. Trying to rush through a mediation might result in less optimal results or cause the process to fall apart. The parties also have to be prepared to make some compromises in an effort to settle their case. However, by employing effective negotiation strategies, clients can maximize their results in a successful mediation.



By employing their skill and strategy, the attorneys at Friedman & Feiger strive to get the best results for their clients whether at trial or through the settlement process.

Carter Boisvert can be reached at (972) 788-1400 or email him at cboisvert@fflawoffice.com

Employment Contracts By Eric Friedman



An employment agreement is one of the most important contracts a business owner will ever enter into. It defines the terms and conditions of employment including the duties, responsibilities, compensation, benefits and relationships an employee has with their employer and vice-versa. Specifically, it may identify an employee’s role within a company, salary and benefits, non-disclosure agreements, non-compete agreements, the duration of employment, or protection of trade secrets, such as formulas, pricing, and client lists, amongst others.

An employer needs to be aware that most employment contract provisions must meet certain requirements in order for them to be enforceable. If these requirements are not met, an employer may not be fully protected in the event an employee violates a provision of their employment agreement. For example, some employers will include a non-compete agreement in employment contracts as a way to protect sensitive business information or trade secrets. However, a non-compete agreement is only enforceable if it meets the strict requirements set forth in Subchapter E, Section 15.50 of the Texas Business and Commerce Code. Therefore, if the duration, geographic area, or scope contained in the non-compete is unreasonable, a court of law may either refine the unreasonable provisions or disregard them all together.

It is imperative for employers to understand what their goals are when they draft employment contracts and what is required by law in order to maximize their protection. Friedman & Feiger has numerous attorneys with years of experience in these matters. If you need assistance in drafting or clarifying what is required to make your employment contract provisions enforceable, please do not hesitate to contact us.

Eric Friedman can be reached at (972) 788-1400 or e-mail him at efriedman@fflawoffice.com



Friedman & Feiger was proud to sponsor a luncheon for a visiting trade delegation from India headed by Hon. Rajyalakshmi Rao, a distinguished former Indian judge. This delegation consisted of business leaders from New Delhi and Mumbai, representing such diverse industries as finance, technologies, hotel/resort, and garment manufacturing – all looking to expand their markets.

The Firm represents many companies in Dallas’s Indian-American community, including those with business interests in both India and the United States. Ernest Leonard, a partner of the Firm and a member of the Dallas/Fort Worth Chapter of the US India Chamber of Commerce, hosted the event.

Open-Carry in Texas (continued from page 1)

in case of a catastrophe.

However, even if a business owner fails to post the correct signage prohibiting patrons from carrying handguns, the business owner retains the right to refuse service to an individual.

Although the new law may create confusion as to where and when individuals may openly carry handguns, as a business owner it’s important that you understand the law and your rights under it so that you can make the right decision for your business, your customers, and your employees with regard to open-carry.

Note that the language required for a 30.06 sign has changed as of January 1, 2016. The previous language was, “Pursuant to Section 30.06, Penal Code (trespass by holder of license to carry a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (concealed handgun law), may not enter this property with a concealed handgun.”

Sincerely,

Larry Friedman can be reached at (972) 788-1400 or email him at lfriedman@fflawoffice.com

Disclaimer—The information in this newsletter is for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or problem. Use of and access to Friedman & Feiger, LLP’s website or any of the e-mail links contained within the site do not create an attorney-client relationship between Friedman & Feiger, LLP and the user.



FRIEDMAN & FEIGER
ATTORNEYS AT LAW

**5301 Spring Valley Road, Suite 200
Dallas, Texas 75254**

**Phone: 972-788-1400
Fax: 972-788-2667**

**PLEASE VISIT OUR AWARD
WINNING WEBSITE!**

WWW.FFLAWOFFICE.COM

**CBS CHIEF FOREIGN AFFAIRS & 60 MINUTES
CORRESPONDENT LARA LOGAN TO SPEAK AT
ESSENTIAL ENERGY NETWORKING RECEPTION**

Sponsored by Friedman & Feiger, CBS Chief Foreign Affairs Correspondent & *60 Minutes* Correspondent Lara Logan will speak at the Essential Energy reception for women business leaders, 6 p.m. to 8 p.m., on Wednesday, May 11th at Tootsies, 8300 Preston Road, Dallas.

On February 15, 2011, CBS News released a statement that Lara had been beaten and sexually assaulted while covering the celebrations in Tahrir Square. Lara later spoke out because of the prevalence of sexual assault in Egypt and to break the silence about the sexual violence women reporters are reluctant to report in case it prevents them from doing their jobs.

A native of South Africa, Logan has won many awards including the Radio & Television Association's David Bloom Award, Five American Women In Radio & Television Gracie Awards, Emmy Awards and the Association of International Broadcasters' Best International News Story Award among others.

Hosted by Janelle Friedman and Yvette Feiger as a community service, Essential Energy receptions provide a business networking opportunity for women in business to create new business and personal relationships. RSVP: clegrand@fflawoffice.com.

Upcoming Events

Friedman & Feiger Calendar

- January 30, 2016 Janelle Friedman's *You Are Invited* Book Signing at Barnes & Noble Lewisville, 2325 South Stemmons Freeway, Lewisville, 1 pm–3 pm.
- February 4-6, 2016 Attorney Christian Alcala speaks at the 2016 Caribbean Insolvency Symposium at the Ritz-Carlton, San Juan, Puerto Rico.
- February 6, 2016 Friedman & Feiger supports The Lamplighter School auction.
- February 6, 2016 Janelle Friedman's *You Are Invited* Book Signing at Barnes & Noble Creekwalk Village, 801 W. 15th Street, Plano, 1 pm–3 pm.
- February 28, 2016 Friedman & Feiger sponsors Wheel to Survive, benefiting Ovarian Cancer, Jewish Community Center of Dallas, 7900 Northaven Rd., Dallas, 9 am-3 pm.
- May 11, 2016 CBS News/*60 Minutes* Chief Foreign Affairs Correspondent Lara Logan speaks at the Essential Energy Women Business Leaders reception hosted by Janelle Friedman & Yvette Feiger, at Tootsies, 8300 Preston Road, Dallas, 6 pm-8 pm. RSVP: clegrand@fflawoffice.com.

