ILLINOIS STATE BAR ASSOCIATION

JULY 2020 VOL 11 NO. 1

Building Knowledge

The newsletter of the Illinois State Bar Association's Section on Construction Law

Editor's Note

BY SAMUEL H. LEVINE

This is the first edition of the Building Knowledge Newsletter for this ISBA calendar year. Paul Peterson, immediate past chair of the Construction Law Section Council, summarizes the many accomplishments of the Section Council. The Section Council is grateful for his leadership and direction over the past year. Paul spent countless hours addressing legislation and other issues of importance to the construction industry. The many accomplishments of the section council could not have been achieved without him. Fortunately, Paul will remain active as a CLE coordinator. Paul is a member of the Society of Illinois Construction Attorneys.

Justin Weisberg is the chair the 2020-2021 ISBA year and will bring a lot of energy to the position. We will already have had two meetings by the end of July. Steve Mroczkowski moves up to vice-chair and David Arena is the secretary. Margery Newman and I remain newsletter editors. Paul Peterson and Adam Whiteman are CLE coordinators. Please feel free to let us

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From the Ex-Officio: The Year in Review

BY PAUL PETERSON

In the 2019-2020 session, the Construction Law Section Council focused on legislation affecting the construction industry, continuing legal education, the newsletter, and the ISBA Central Community chat line.

Much of the time of the Council is spent reviewing and at times drafting and lobbying for or against legislation. Legislation was limited to absolutely necessary bills once the COVID-19 pandemic resulted in the adjournment of the state legislature. However, prior to that adjournment the Council recommended the ISBA strongly oppose HB 2838, which would have made contractors liable for nonpayment of wages and union dues of lower tiers. Other legislation of note is HB 2455 which provides for a rebuttable presumption that COVID-19 was caught on construction job. The Council also utilized the chat line to quickly distribute two articles setting forth our rationale for that opposition to HB 2838 to the members of the section. Currently the Council has subcommittees looking at the Contractor's Prompt Payment Act and

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Editor's Note

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know your ideas with any of us.

MARK your calendar for August 11th. The Construction Law Section will be presenting a webinar covering force majeure case law, force majeure clauses in construction contracts, coverage for potential COVID-19 personal injury claims and COVID-19's impact on employment related policies and procedures. The program will demonstrate the broad impact of COVID-19 on the construction industry.

This edition of the Newsletter has important articles. Karen Kies DeGrand writes about the Illinois Supreme Court decision in the case of *Restore Construction Company, Inc. v. The Board of Education*. The court held that the Board of Education of Proviso Township High School District 209 could not rely on its board's failure to strictly comply with statutorily-mandated bidding and contract approval procedures to avoid payment of the costs of disaster remediation the district requested on an emergency basis. Karen is a partner with the firm of Donahue Brown Mathewson & Smyth where she leads the firm's appellate practice. She is a frequent contributor to the ISBA electronic publication, Illinois Lawyer Now, where this article initially appeared.

Michael Milstein and Chase Gruszka write about HB2455, which was signed into law on June 5, 2020. It provides a rebuttable presumption that COVID-19 was contracted out of and in the course of employment for first responders and so-called frontline workers, which includes construction workers. Michael is an income member of Bryce Downey & Lenkov LLC focusing his practice in workers' compensation defense. Chase Gruszka is an associate with the same firm focusing his practice in general civil litigation, workers' compensation and medical malpractice.

Thad Felton writes about the doctrine of "commercial frustration" which has become an important concept in this time of COVID-19. Thad is the managing officer of the Chicago office of Greensfelder Hemke & Gale PC and a member of the firm's litigation group. This article first appeared in the April edition of the ISBA Real Property Newsletter.

COVID-19 will affect all our practices. Karen Erger writes about "How Little We Know." What lies ahead? We are adapting to remote working, video conferencing and remote court appearances. I had my first mechanics lien pretrial using Zoom. It was a success and less costly to the client than if it was held in the courthouse. Karen is senior vice president and director of practice risk management for Lockton Companies. She is a member of the Society of Illinois Construction Attorneys. This article is reprinted with permission of the Illinois Bar Journal, Vol. 108 #6 June 2020. Copyright by the Illinois State Bar Association.■

From the Ex-Officio: The Year in Review

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public private partnership litigation.

Continuing Legal Education continued to be a focus. A timely seminar, "Construction Automatic Retention Reduction – Blessing or Curse," was put on and the Council co-sponsored "Copyright of Architectural Drawings" put on by the Intellectual Property Section. The Council reviewed prior seminars, which primarily focused on mechanics lien claim litigation. The Council formally recommended that the ISBA republish those seminars after the speakers were contacted for their comments and consent. A list of those seminars which we have recommended be republished is below. Hopefully you will see those seminars in the ISBA On-Demand CLE section in July. The Council also recognized that construction attorneys do much more than litigate mechanics lien

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claims. Accordingly, a day-long seminar entitled "Construction Law Primer for Young Attorneys & General Practitioners" was prepared but has been postponed due to COVID-19. Stan Wasser should be commended for his efforts on that seminar. Howard Turner is currently working with Hon. Lewis Nixon to produce a seminar to supplement the successful "The Anatomy of a Mechanics Lien Claim" that was put on in 2018 in conjunction with the Circuit Court of Cook County. Additionally, an entire newsletter was devoted to the construction contracts dealing with COVID-19, the chat line was utilized to discuss the Council's strong opposition to HB 2838, and a group is planning a two-hour seminar on dealing with COVID-19.

Our newsletter continued to provide timely and excellent articles and our editor, Samuel Levine, was recognized for his efforts as editor of our newsletter. A list of the articles published is below. As I recently noted in the chat line, all of our newsletters are available on our section page and are searchable for key words.

Finally, efforts were made this year to make the chat line a more effective means of communication in the construction industry. As noted, we used the chat line to raise awareness of HB 2838 and hope it will be used for questions, notice of non-ISBA meetings and distributing industry information. The chat line noted that construction was an essential industry that would not be closed pursuant to Governor Pritzker's Executive Order 2020-10. While the Construction Law Section chat line has had only 66 discussion threads, the potential of the chat line is shown by the ISBA's COVID-19 section chat line, which is open to all ISBA members, was only recently formed, and currently has 753 discussion threads.

It was an active session year and I look forward to this upcoming session year with Justin Weisberg as chair. I have agreed to continue this year as the ISBA Central community manager, focusing on extending the use of our chat line, and to co-chair the Council's continuing legal education committee.

Newsletter Letter Topics:

- Coronavirus in Construction: What to Do Now to Plan for Beyond the Outbreak
- The Impact of Coronavirus on Construction: How to Prepare
- Client Alert: Force Majeure Clauses in Construction and Other Commercial Contracts in the Age of COVID-19
- Can we Mediate Complex Construction Claims?
- Inadvertent Construction Defects Are an 'Occurrence' Under the CGL Insurance Policy! Will Illinois Ever Clean Up Its Mess?
- Illinois' New Retainage Law
- Proper Payment Defense Against Mechanics Lien Claims in Illinois: Reliance on Sworn Statutory Statements
- Retention Limitation: Another Wrinkle to the Illinois Contractor Prompt Payment Act
- Court Weighs in on Constructive Fraud in Contractor Lien Dispute, Summary Judgment Burdens – IL First District
- No Good Deed: Court Holds that Financial Contributions to Construction Project Does Not Confer Standing

Seminars that the Council recommended to the ISBA be republished:

- The Story of a Mechanics Lien Claim: From Client Meeting to Trial
- From Opening to Close – A Construction Trial and the Technology to Win Your Case
- How to Handle a Construction Case Mediation
- The Anatomy of a Mechanics Lien Claim
- Understanding a Construction Contract
- The Construction Industry: Shortcuts to Disaster
- Bonding Over – Understanding Recent Changes to the Illinois Mechanics Lien Act■

Restore Construction Company, Inc. v. The Board of Education of Proviso Township High Schools District 209

BY KAREN KIES DEGRAND

The Illinois Supreme Court interpreted the School Code in two decisions filed the same day. In this case the court addressed whether the Board of Education of Proviso Township High Schools District 209 could assert the code's requirements for contract approval to defeat a quantum meruit claim for costs to restore Proviso East High School in Maywood, Illinois, after a fire caused extensive damage to the premises. The supreme court concluded that the district could not rely on its board's failure to strictly comply with statutorily-mandated bidding and contract approval procedures to avoid payment of the costs of disaster remediation the district requested on an emergency basis.

Concerned about repairing the high school in time to reopen for the next academic year, within two weeks of the May 2014 fire, district representatives entered into a contract with Restore Restoration to

mitigate the fire damage and a contract with an affiliated company, Restore Construction, to repair the building. The supreme court emphasized that the district did not act without oversight; a financial oversight panel ("FOB") and its chief fiscal officer operated under the Financial Oversight Panel Law (105 ILCS 5/1H30(3) (West 2014)) The district's chief school business official, Todd Drafall, answered to the FOB and not to the district in carrying out his responsibilities in overseeing the project, the cost of which was covered by the district's insurer, Travelers Indemnity Company. Drafall provided regular updates about the project to the FOB and the board; both accepted Drafall's actions.

A dispute arose when the district's insurer questioned the workers' wages and did not remit payment for the total value of the work, which exceeded $7.2 million. The Restore entities filed a lawsuit against a variety of defendants, including the district, and sought recovery of a $1.48 million shortfall from the district's insurer. The district defended the lawsuit not based on any defect in the performance of the work or any lack of information by its board, but a "narrower technical defense": the school code required competitive bidding and a formal vote by the board to approve the contracts with the Restore entities, and the failure to follow those requirements precluded the municipal entity's liability under any theory, including quantum meruit. 105 ILCS 5/1-1 et seq. (West 2014). The circuit court dismissed the complaint based on the statutory defense, but the appellate court reversed the dismissal order.

Justice Karmeier delivered the court's rejection of the board's defense to the Restore entities' claims. The court observed that the FOB exercised fiscal management over the district because the district was financially troubled; under the circumstances, the actions of the FOB, not of the board, were dispositive. Drafall, the FOB's chief operating officer, established that the FOB was well aware of and fully approved the project. The record also demonstrated that a majority of the board had informally approved the project.

As a separate reason for rejecting the district's argument, the court drew a distinction between contracts that are ultra vires and contracts which a municipality has the power to enter but enters irregularly or illegally. The supreme court reasoned that, in the latter situation, if a contract is made in good faith and the municipality accepts its benefits, the municipality may not invoke its own failure to comply with a statute to avoid payment.

The court closed with the observation that the Restore entities sought only to recover to the extent of the district's insurance, which eliminated the "risk of a raid on the public treasury." That was the concern of the dissenter, Justice Garman, who noted that the requirements of the statute must be strictly followed to protect Illinois taxpayers from unscrupulous public servants making sweetheart deals.■

The Realities of the Workers' Compensation COVID-19 Rebuttable Presumption

BY MICHAEL MILSTEIN & CHASE GRUSZKA

On June 5, 2020, in response to a repeal of an emergency rule adopted by the by the Illinois Workers' Compensation Commission, Governor Pritzker signed HB2455 into law. HB2455 makes it significantly easier for employees to obtain workers' compensation benefits following exposure to COVID-19.

The new law provides a rebuttable presumption that COVID-19 was contracted out of and in the course of employment for first responders and so-called "frontline workers." This group includes construction workers, health care providers, first-responders, fire personnel, etc. as defined by Gov. Pritzker's March 20, 2020, Executive Order. Significantly, the new law only provides a rebuttable presumption if the employment requires contact with the general public or work in locations with 15 or more employees. The law specifically excludes people who work from home, except home care workers.

For cases occurring before June 15, 2020, the rebuttable presumption will only apply if the employee obtains either a diagnosis from a licensed medical practitioner or a positive laboratory test. For cases after June 15, 2020, only a positive laboratory test is sufficient to trigger the presumption.

An employer can overcome the rebuttable presumption by showing "some" evidence including, but not limited to:

1. An employee worked from home for a period of 14 or more consecutive days immediately prior to the employee's injury/occupational disease;
2. The employer was applying to "the fullest extent possible or to the best of its ability;" CDC or Illinois Department of Public Health (ILDPH) procedures for sanitation and social distancing or was using engineering controls or PPE to reduce the transmission of COVID-19 in the 14 days before the alleged exposure;
3. The employer can show the employee was exposed to COVID-19 by an alternate source.

Pursuant to *Johnston v. Illinois Workers' Compensation Comm'n*, overcoming a presumption with the requirement of "some" evidence simply requires "the employer to offer some evidence sufficient to support a finding that something other than claimant's occupation caused his condition." *80 N.E. 3d 573, 584* (2d Dist. 2017). Consistent with the holding in *Johnston,* we interpret this to mean that ***any*** evidence that is sufficient to demonstrate one of the above will overcome the presumption and return the burden to Petitioner to prove that their exposure and diagnosis arose out of and in the course of their employment. Based on this low threshold, we do not believe the rebuttable presumption is a major hurdle to overcome in defending a COVID-19 case before the Illinois Workers' Compensation Commission.

It is also important to note that the rebuttable presumption only applies to a proceeding before the Commission. We take this to mean that in order for a Petitioner to avail themselves of the presumption, they must first file an application as a prerequisite to a proceeding before the Commission.

While on its face, the new law appears as a drastic attempt to change employer liability, the rebuttable presumption is relatively weak, which can be overcome in a variety of ways. An employer will need to perform a thorough investigation into their safety practices and their employees' conduct to explore and develop evidence of potential alternate sources of exposure. If such evidence exists, an employer will be in a strong position to overcome the presumption. But remember, if the presumption is overcome, the case is not won. Absent the employee-friendly presumption, a Petitioner still has an opportunity to prove their case by showing that it is more likely than not that their exposure and diagnosis arose out of and in the course of their employment.■

COVID-19: Implications on Illinois Contract Law and the Doctrine of Commercial Frustration

BY THADFORD A. FELTON

COVID-19 is impacting businesses and their operations, and parties are looking for guidance in the event that one or the other party to a contract is, or claims to be, unable to fulfill its contractual obligations. Whether or not the COVID-19 pandemic excuses contract performance largely depends on the language of the contract and the facts that either support excusing performance or not. For example, following the 1918 Spanish Flu Epidemic, a court in California excused prompt performance, but not complete performance, after carefully analyzing the contract and the facts incident to delayed performance. See *Citrus Soap Co. v. Peet Bros MFG., Co*, 50 Cal. App. 246 (1920).

Nuances of the Doctrine of "Commercial Frustration"

Courts in Illinois strictly interpret contracts, and in the absence of a clear intention to excuse or delay performance, for example, as expressed in an unambiguous *force majeure* clause, courts will be reluctant to excuse or delay performance due to COVID – 19. However, one legal theory that may be available to contracting parties without reference to *force majeure* is that of "commercial frustration."

In Illinois, the doctrine of commercial frustration is alive and well. The doctrine of commercial frustration will render a contract unenforceable if a party's performance under the contract is rendered meaningless due to an unforeseen change in circumstances. Put another way, the doctrine of commercial frustration excuses performance only when the parties' overall contractual intent and objectives have been completely thwarted by an unforeseen event. However, courts do not apply the doctrine of commercial frustration liberally, and a party seeking to excuse performance has a high hurdle to overcome.

Satisfying The Two-Part Test

In Illinois, in order to apply the doctrine of commercial frustration, there must be a frustrating event that was not reasonably foreseeable and the value of the parties' performance must be totally, or almost completely, destroyed by the frustrating event. Specifically, the party seeking to excuse performance under the doctrine of commercial frustration must satisfy the following, "rigorous," two-part test.

- First, the event that has caused the commercial frustration must not have been reasonably foreseeable.
- Second, the value of the parties' performance must be totally, or nearly totally, destroyed by the frustrating cause.

According to the Illinois Supreme Court, commercial frustration applies to:

> cases where the cessation or nonexistence of some particular condition or state of things has rendered performance impossible and the object of the contract frustrated. It rests on the view that where from the nature of the contract and the surrounding circumstances the parties when entering into the contract must have known that it could not be performed unless some particular condition or state of things would continue to exist, the parties must be deemed, when entering into the

> contract, to have made their bargain on the footing that such particular condition or state of things would continue to exist, and the contract therefore must be construed as subject to an implied condition that the parties shall be excused in case performance becomes impossible from such condition or state of things ceasing to exist.

Leonard v. Autocare Sales & Service Co., 392 Ill. 182 (1946).

Examples of Note

The doctrine of commercial frustration has been invoked in various breach of contract claims. Some examples are set forth below:

- Doctrine of commercial frustration found to apply where lessee entered into a lease for an adjacent property to expand its store and the main store was subsequently destroyed by fire. Court upheld lessee's defense of commercial frustration finding that: (1) while it might be foreseeable that the main store would be destroyed by fire and the leased premises would remain intact, it was a remote contingency to provide for it in the lease and was not reasonably foreseeable; and (2) although it would not be physically impossible to operate the store from the leased premises as a separate entity, the evidence revealed that operations would have had to have been changed drastically and that the leased premises was never intended to be autonomous. *See Smith v. Roberts*, 54 Ill. App. 3d 910 (4th Dist. 1977).
- Doctrine of commercial frustration found to apply where lessee entered into a lease to operate a movie theater and thereafter the applicable zoning was changed to prohibit the operation of a movie theater at that location. As a result of the zoning change, the lessee was unable to conduct any of its intended business. *See Scottsdale Limited Partnership v. Plitt Theatres, Inc.*, 97-C-8484, 1999 WL 281085 (N.D. Ill. March 31, 1999).
- Doctrine of commercial frustration found not to apply to lessee where federal government appropriated leased premises for a portion of the lease term for war purposes. The court found that since the subject matter of the lease, i.e., the property, had not been destroyed and was still in existence, the federal government's appropriation merely carved out a short term occupancy and did not destroy the lessee's lease-hold estate. S*ee Leonard v. Autocare Sales & Service Co.*, 392 Ill. 182 (1946).
- Doctrine of commercial frustration found not to apply to a natural gas utility that sought to excuse performance under a naphtha supply contract where demand for utilities' services was decreasing and the price of naphtha was increasing because of federal decontrol of natural gas supplies and increase in crude oil prices which increased the price of naphtha. The court found that "the only certainty of the market is that prices will change" and that the frustrating events were to a large extent foreseeable. *See Northern Illinois Gas Company v. Energy Cooperative, Inc.*, 122 Ill. App. 3d 940 (3d Dist. 1984).

Next Steps

Again, courts refuse to apply the doctrine of commercial frustration liberally. Parties seeking to excuse performance because of COVID-19 should carefully review the contract and analyze clauses, such as the *force majeure* clause, if any, in order to determine if the contract addresses the COVID-19 Pandemic.

And, of course, facts are critical. Be prepared to address the following issues:

- Is there evidence that supports the application of the doctrine of commercial frustration?
- What was the purpose of the contract?
- Was COVID 19 reasonably foreseeable?
- And, has the purpose of the contract been destroyed as a result of COVID-19?

If you have any contract questions, please contact Thad Felton or visit Greensfelder's COVID-19 resources page at: https://www.greensfelder.com/covid-19-resources.html. Greensfelder, Hemker & Gale, P.C. has offices located in Chicago, Belleville and St. Louis.■

How Little We Know

BY KAREN ERGER

COVID-19 related reflections on what we've come to know.

Maybe it happens this way
Maybe we really belong together
But after all, how little we know

—Hoagy Carmichael, "How Little We Know"[1]

This column was written almost two months before you will have read it—or perhaps more accurately, two months before you receive it in the mail. I'm pretty sure I'm not the only lawyer with a towering heap of potentially edifying literature awaiting either a) my thoughtful perusal or b) a quick trip to the recycling bin after I declare edification bankruptcy and vow to start afresh with a new pile of printed materials.

As I write this column, it is a sunny Sunday morning in late April, and I'm savoring the view of the Mississippi River from my cozy second-floor study. The

occasional eagle soars over the glimmering water, river barges are bustling along, and bass boats are zooming to their next fishing spot. By the time you read this column two months from now, my neighbor's giant silver maple tree[2] will have leafed out into an opaque curtain of green. My only clue about river goings-on will be the occasional horn-blast from a tow, warning pleasure boaters that they are cutting too close to oncoming barges.

In February, our working hours were spent in meetings large and small—with clients, coworkers, opposing counsel, and other colleagues. We spent our free time gathering together—around the kitchen table with friends and family, seated shoulder-to-shoulder at restaurants, concerts, and theaters, watching sporting events in packed stadiums, and on the front porch with wine and neighbors. We shopped when we needed food for the table or just a retail pick-me up. We stuffed ourselves into crowded airplanes for appointments across the globe or refreshing changes of scenery. We got haircuts, went to the dentist, and worked out at the gym when it suited our schedules. We happily anticipated joyful celebrations—baby showers, birthday festivities, graduation ceremonies, wedding days, retirement parties—and drew together for comfort during life's sorrowful passages.

How little we knew about what lay ahead. In two months, social distancing put an end to gatherings of all types—social and otherwise. All of the places we used to go have been replaced by just one option—home, with occasional cautious trips to the grocery store only to find that there is no baking yeast to be had.[3] If we are lucky enough to find peanut butter or toilet paper, it will be those weird off-brands that we formerly eschewed.

What's new?

This column is meant to be about making "your life's work" easier and more successful. The problem, though, with serving up a June 2020 helping of helpful tips and tricks is that I have no clue what the world will look like by the time you excavate this magazine from your reading pile. I'm sure things will be different, but how? I don't know the answer, but here are my best guesses about what conditions we'll be experiencing two months from now and what we'll need to know and do to thrive in them.

Videoconferencing is here to stay. Let's start here, because it's the prediction about which I feel most confident. Our involuntary adoption of videoconferencing during recent times has demonstrated its viability as an alternative means of communication. While in-person meetings will always be the gold standard, we can assume that videoconferencing will gain traction, especially as law firms (and their clients) seek cost savings in the face of a difficult economy.

Take steps now to be a confident user of this technology. Your image on Zoom or WebEx needs to be as thoughtfully crafted as the appearance you present in court or at a client meeting. This does not necessarily mean full battle dress for videoconferences, but it does mean arranging lighting, your background, and your on-camera image to create a professional impression.[4] Your microphone and camera are critical to your success in this medium. If they do not work properly, invest in replacements. A virtual happy hour can be a great opportunity for members of your firm to practice sharing screens, give input on sound quality and video appearance, and share tips about how to navigate your teleconference platform.

Some of us will find our remote-working groove. Now that we've all been forced to work in remote settings, I predict that: 1) those who formerly disdained remote work as the last bastion of the slacker will gain new appreciation for the productivity of remote workers; and 2) some of us will discover that their ideal work environment is a table in a corner of the basement, not a high-class downtown office. Law firms will need to be ready to accommodate these new ways of working with technological support and other means of facilitating remote work.[5] While I'm gazing into my crystal ball, I predict that the ability to downsize office-space requirements will not be unwelcome to many law firms in the face of an economic downturn.

Dress codes may change. The world was already moving in this direction, with many workplaces adopting a "Dress for Your Day" policy in which workers are free to don casual wear if the day's agenda warrants it. Now that we have all seen each other with shaggy, outgrown hair and whatever random stuff we typically wear around the house, will we be able to go back to sharp suits and snazzy business-casual get-ups? Except for court appearances and other High Holy Days of the lawyer's calendar, I suspect that fancy dress may be coming to an end. I'd advise resisting the siren song of deeply discounted upmarket togs until we get a clearer view of the new fashion frontier.

We might stop moaning about meetings for a while. Admit it—it's going to feel good to see one another in person.■

Karen Erger is vice president and director of practice risk management at Lockton Companies. KErger@lockton.com

1. Hoagy Carmichael wrote this song for the 1944 film "To Have and Have Not." It was to be sung by Lauren Bacall in her debut movie performance, but the studio deemed her voice not quite good enough and the tune was dubbed by 16-year-old Andy Williams. Ms. Bacall contended that her own rendition was used in the final cut, however, and the truth may never be known. See Dennis McLellan, When Andy Williams Dubbed Lauren Bacall, Los Angeles Times (Sept. 26, 2012). The New York Times appeared convinced, noting in its review that she "mumbles a song of [Carmichael's] composing, "How Little We Know," in perfect low-down barroom style" and accurately observing that "she acts in the quiet way of catnip." Bosley Crowther, 'To Have and Have Not,' with Humphrey Bogart, at the Hollywood, New York Times (Oct. 12, 1944).
2. I have pointed out to our neighbors—great people, except for that damn tree—that the U.S. Department of Agriculture takes a dim view of the silver maple because of its "significant limitations," which include: 1) the fact that it "often grows to a larger size than anticipated" (yes, so true); 2) its "brittle branches are easily broken in winter storms and wind storms;" 3) it is "susceptible to a number of wood rotting fungi and … to various leaf molds and wilts;" and 4) its "large, vigorous, shallow-rooted root system can damage sidewalks and driveways, clog drain pipes, and penetrate septic systems and sewer pipes." USDA Plant Guide, Silver Maple (acer saccharinum). Unmoved by these powerful arguments against its existence, our neighbors contend that the tree is "pretty." I am left to patiently await autumn and to try, in the meantime, not to hope for wind storms, leaf wilts, or wood-rotting fungi.
3. As of Apr. 26, 2020, three .25-ounce packs of yeast are going for $14.97 on Amazon. Yes, that is $19.96 per ounce. I can confidently state that no foodstuff I would create with this ingredient would be worth such an expenditure.
4. See, e.g., Joel Schwartzberg, How to Elevate Your Presence in a Virtual Meeting, Harvard Business Review (Apr. 8, 2020); Becca Farsace, How to Look Your Best on a Video Call, theverge.com (Apr. 8, 2020).
5. I know self-citing is icky, but see Karen Erger, Remote Workers of the World, Unite 108 Ill. B.J. 46 (Feb. 2020).