evidence to support the district court's determination that the physician's compensation was contingent on the outcome of the litigation. The panel opinion includes a detailed survey of case law addressing the admissibility of testimony by experts compensated on a contingent basis, but expressly declined to decide whether such testimony might be admissible within the 8th Circuit. ***Taylor v. Cottrell, Inc.***, ___ F.3d ___ (8th Cir. 2015).

■ **Order limiting discovery of attorneys' client-related information; no clear error.** In a battle between attorneys over the use of the (612) INJURED telephone number and *www.612injured.com*, Judge Nelson overruled objections to an order by Magistrate Judge Thorson which had denied plaintiffs' request for certain of the defendant's client files, had limited the scope of those requests to certain non-privileged information, and had ordered the redaction of all client identifying information. ***Mountain Mktg. Group, LLC v. Heimerl & Lammers, LLC***, 2015 WL 4529638 (D. Minn. 7/27/2015).

■ **Motion to enforce alleged settlement agreement denied.** Judge Frank denied the plaintiffs' motion to enforce an alleged settlement agreement, finding that an exchange of emails between counsel that referred to a settlement could not provide the basis for a settlement agreement where no specific settlement terms were proposed, and that even if a firm settlement offer had been made, it was never accepted. ***Olson v. Wells Fargo Bank, N.A.***, 2015 WL 4661984 (D. Minn. 8/5/2015).

■ **Fed. R. Civ. P. 59(e); motion to reconsider; failure to sufficiently brief issues.** Judge Doty denied the plaintiff's Fed. R. Civ. P. 59(e) motion, which he characterized as an attempt at a motion for reconsideration, noting that the plaintiff offered no new law or recently discovered facts, and finding the motion "to be nothing more than an attempt to relitigate issues previously raised, albeit with less force and detail than now presented." ***Arkwright Advanced Coating, Inc. v. ML Solutions GmbH***, 2015 WL 4663366 (D. Minn. 8/6/2015).

■ **Multiple depositions of same witness in different capacities; no abuse of discretion.** Overruling objections to an order by Magistrate Judge Rau, Judge Doty found no clear error in the magistrate judge's decision to permit a single deposition of a Fed. R. Civ. P. 30(b)(6) for multiple entities, and to limit the deposition to three and a half hours. ***Bison Advisors LLC v. Kessler,*** 2015 WL 4509158 (D. Minn. 7/24/2015).

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IMMIGRATION LAW

JUDICIAL LAW

■ **No due process violations in denial of Bosnians' asylum case.** The 8th Circuit Court of Appeals upheld the Board of Immigration Appeals' denial of the Bosnian petitioners' applications for asylum and withholding of removal, finding substantial evidence supported its rejection of their due process claims. The petitioners were accorded due process. ***Nanic v. Lynch***, No. 13-3246, *slip op.* (8th Cir. 7/20/2015). *http://media.ca8.uscourts.gov/opndir/15/07/133246P.pdf*

■ **Obstruction of legal process under Minnesota statute is not an aggravated felony.** The 8th Circuit Court of Appeals reversed the Board of Immigration Appeals, finding an obstruction of legal process conviction under Minnesota statute §609.50, subd. 2(2) was not a "crime of violence," and thus not an aggravated felony requiring removal under INA §237(a)(2)(A)(iii). ***Ortiz v. Lynch***, No. 14-2428, *slip op.* (8th Cir. 8/6/2015). *http://media.ca8.uscourts.gov/opndir/15/08/142428P.pdf*

■ **Forgery conviction is a crime of moral turpitude under California Penal Code.** The 8th Circuit Court of Appeals held that a conviction under California Penal Code §472, criminalizing forgery and associated conduct, always includes the element of specific intent to defraud, and is thus categorically a "crime involving moral turpitude" as defined under federal immigration law. ***Miranda-Romero v. Lynch***, No. 14-3387, *slip op.* (8th Cir. 8/12/2015). *http://media.ca8.uscourts.gov/opndir/15/08/143387P.pdf*

■ **Consequences resulting from guilty plea to third degree criminal sexual conduct: "May", "could", or "shall" lead to deportation?** The Minnesota Court of Appeals affirmed the postconviction court's finding that appellant Herrera Sanchez had received effective assistance of counsel when he pled guilty to third-degree criminal sexual conduct under Minn. Stat. §609.344, subd. 1(b). The deportation consequences were not "truly clear" in that statutory provision as the term is used in *Padilla v. Kentucky*, 130 S. Ct. 1473, 1483 (2010). As a

result, "Counsel is required to advise a noncitizen client pleading to that charge only that a conviction 'could' or 'may' result in deportation." ***Herrera Sanchez v. State of Minnesota***, No. A14-1679, *slip op.* (Minn. Ct. App. 2015). *http://mn.gov/lawlib/archive/ctappub/2015/opa141679-080315.pdf*

ADMINISTRATIVE ACTION

Customs and Border Protection to begin collecting biometric exit data. On 7/14/2015, U.S. Customs and Border Protection announced that it has commenced collecting biometric data from foreign nationals leaving the United States from Hartsfield-Jackson Atlanta International Airport with enhanced mobile devices. This data will be compared to that obtained when the same individuals entered the United States and then stored in secure data systems managed by the Department of Homeland Security. "CBP is relentless in its pursuit of new and innovative technology that will assist officers in their efforts to provide national security and efficiently facilitate trade and travel through our nation's ports of entry," said Office of Field Operations Assistant Commissioner Todd Owen. In the fall, testing will be expanded to Chicago, Dallas, Houston, Los Angeles, Miami, Newark, New York, San Francisco, and Washington-Dulles. The project is currently scheduled to run through June 2016. *http://www.cbp.gov/newsroom/national-media-release/2015-07-14-000000/cbp-begins-testing-enhanced-handheld-mobile-device*

"Green cards" without a signature are acceptable for I-9 purposes. On 7/20/2015, USCIS announced that permanent resident cards without a signature ("signature waived") are acceptable for Form I-9, Employment Eligibility Verification, purposes. More information about documents establishing identity and employment authorization may be found at USCIS' website: *http://www.uscis.gov/i-9-central/acceptable-documents/list-documents. http://www.uscis.gov/news/alerts/did-you-know-green-card-does-not-always-have-signature*

New security requirements added to visa waiver program. On August 6, 2015, Department of Homeland Security Secretary Jeh Johnson announced that DHS will implement new security requirements in the Visa Waiver Program. Most significant are required use of e-passports for all Visa Waiver Program travelers coming to the United States; required use of the INTERPOL Lost and Stolen Passport Database to screen travelers crossing a Visa Waiver country's borders; and permission for the expanded use of U.S. federal air marshals on international flights from Visa Waiver countries to the United States. "The security enhancements we announce today are part of this Department's continuing assessments of our homeland security in the face of evolving threats and challenges, and our determination to stay one step ahead of those threats and challenges." *http://www.dhs.gov/news/2015/08/06/statement-secretary-jeh-c-johnson-intention-implement-security-enhancements-visa*

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REAL PROPERTY

JUDICIAL LAW

Mechanic's lien; pre-lien notice. Contractor did not provide pre-lien notice before performing utility and street improvements on raw land as part of a mixed-use development. Contractor subsequently retained a law firm to record a mechanic's lien for the unpaid work. The law firm believed a pre-lien notice was unnecessary because the work fell within the pre-lien notice exception for multiple dwellings. The law firm also concluded that the contractor was unable to apportion the value of its improvements amongst the lots given the nature of the utility and street improvements it performed, and because the owner had sold some of the parcels to third parties. The law firm advised the contractor to file blanket liens on all of the parcels still owned by the contractor for the full amount of the lien, and separate blanket liens against each parcel that had been sold. The contractor commenced foreclosure and the district court ruled that the liens filed on the parcels that had been sold were invalid under Minn. Stat. §514.74 because the contractor knowingly demanded more that was justly due on those parcels. The contractor settled its remaining claims against the owner, and brought a malpractice suit against the law firm. The contractor's malpractice law firm failed to timely file an exert-disclosure affidavit and the suit was dismissed with prejudice. The contractor then commenced a malpractice suit against the second law firm.

The district court held that the malpractice suit must fail because the contractor would have lost the underlying suit due to the fact that it failed to give pre-lien notice prior to hiring any lawyer, and therefore, the mechanic's liens were invalid from the start. The district court found that the property was not "nonresidential in use" before the planned improvement because it was raw land not being used for any purpose, and therefore, did not fall under the exception to the pre-lien notice requirement. The court of appeals ruled that Minn. Stat. §514.011, Subd. 4c is ambiguous and the "nonresidential in use" requirement could refer to the real property or the improvement. The court of appeals held that it was the "planned-for" use of the property that determined the property's character under Section 514.011, Subd. 4c, not the property's existing use or nonuse prior to the improvement. Moreover, the court of appeals held that the contractor could have recorded a blanket lien on all of the parcels and that an apportionment calculation was possible. ***Ryan Contracting Co. v. O'Neill & Murphy, LLP***, ___N.W.2d___, 2015 WL 4507937 (Minn. Ct. App. 2015).

Title insurance; calculation of loss under policy. Lender who held a second mortgage obtained a mortgagee's title insurance policy, which listed the first mortgage as an exception to the policy. Subsequent to the mortgage and policy, a contractor recorded a mechanic's lien against the property that the district court determined was prior and superior to both mortgages on the property. The first mortgagee commenced a foreclosure whereby the lender redeemed the property in the amount of $2,391,551 and immediately sold the property to a third party for $3,505,175.62, of which the purchase documents indicated that the land and improvements value was $2,350,000, with the remainder of the sale price for personal property, goodwill, franchise rights, and signage. As part of the sale, the lender had to satisfy the mechanic's lien in the amount of $265,362.71 and tendered a claim to the title insurer for that amount. The title insurer denied the claim and the lender