

Tips, Traps, and Resources

MAIL DELIVERY: Some law offices have recently encountered longer-than-average delivery times for mail delivered with the U.S. Postal Service. Given that some deadlines are based on date of receipt rather than the date postmarked, this situation illustrates the dangers of waiting to file at the last moment and relying on quick mail delivery. Practitioners should take extra precautions to avoid missing deadlines. The most important step you can take is to be proactive and file early! Additionally, lawyers may opt to supplement mail delivery with an email or phone call alert and/or to use a private messenger service to courier documents.

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Cases of Note

DOMESTIC RELATIONS: In the case of *Pollack and Pollack*, 357 Or 575 (July 30, 2015), the Oregon Supreme Court held that ORS 107.105(1)(f)(F) imposes a mandate on courts to require full disclosure of the parties' assets in making a just and proper division. That statutory duty endures until the court enters a dissolution judgment that effects a just division of the parties' assets. In short, the court said that before deciding whether the mediated agreement should be enforced, the trial court was obligated to decide wife's motion to compel production. www.publications.ojd.state.or.us/docs/S062000.pdf

POST-CONVICTION RELIEF: In *Verduzco v. State*, 357 Or 553 (July 30, 2015), the Oregon Supreme Court held that the escape clause in ORS 138.550(3) does not preclude a petitioner from relitigating only those grounds for relief that he was certain he could win when he filed his first post-conviction petition, but rather precludes him from raising, in his second petition, those grounds of relief that he could not reasonably have raised in his first petition. Failure to do so will bar the petitioner from later raising an omitted ground for relief. www.publications.ojd.state.or.us/docs/S062339.pdf

CONTRACT LAW: In *A&T Siding, Inc. v. Capitol Specialty Insurance Corporation*, 358 Or 32 (October 8, 2015), the Oregon Supreme Court decided a certified question from the Ninth Circuit Court of Appeals and held that an addendum executed by the parties cannot equitably reform a settlement agreement on the

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Cases of Note, continued

basis of a mistake of law in which the parties did not foresee the legal consequences of their original agreement. www.publications.ojd.state.or.us/docs/S062330.pdf

CONTRACT LAW: In *Brownstone Homes Condominium Association v. Brownstone Forest Heights, LLC*, 358 Or 223 (November 19, 2015), the Oregon Supreme Court concluded that *Stubblefield v. St. Paul Fire & Marine*, 267 Or 397 (1973), was wrongly decided and should be overruled. The court held that Stubblefield erred when it concluded that a covenant not to execute obtained in exchange for an assignment of rights, by itself, effects a complete release that extinguishes an insured's liability and, by extension, the insurer's liability as well. www.publications.ojd.state.or.us/docs/S061273A.pdf

MEDIATION CONFIDENTIALITY: In *Alferi v. Solomon*, 358 Or 383 (December 10, 2015), the Oregon Supreme Court held that confidential mediation communications under ORS 36.110(7)(a) do not include private communications between a mediating party and his or her attorney outside of mediation proceedings, even if those communications are integrally related to the mediation. www.publications.ojd.state.or.us/docs/S062520.pdf