

NAR LEGAL UPDATE:
MANAGING YOUR RISKS IN 2018

COPYRIGHT
ADA WEBSITE
ACCESSIBILITY
CYBER FRAUD
FIDUCIARY DUTIES



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COPYRIGHT



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COPYRIGHT

- Avoiding the “Copy” in Copyright
- Music Licensing
- DMCA Safe Harbor and Updates



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AVOIDING THE “COPY” IN COPYRIGHT

Copyright protects **original works** of **authorship** **fixed in a tangible form of expression**.

- Original Works: minimal degree of creativity
- Authorship: independently created
- Tangible form of expression: fixed in a medium



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COPYRIGHT VESTS AUTOMATICALLY WITH THE AUTHOR UPON CREATION, AND THE AUTHOR OWNS A BUNDLE OF EXCLUSIVE RIGHTS.

- Reproduce
- Distribute
- Perform
- Display
- Prepare Derivative Works
- Sound Recordings: Perform Publicly via Digital Audio Transmission

WHO OWNS AND WHO CAN USE?

- Authorship vs. Ownership
 - Work Made for Hire
 - Assignment
- Licenses
 - All rights v. certain rights
 - Exclusive v. non-exclusive
 - Perpetual v. limited duration
 - Worldwide v. limited geographic use

COPYRIGHT BEST PRACTICES FOR REAL ESTATE PROFESSIONALS

Do not use third-party works in business materials unless:

Those works are in the public domain;

or

Permission is obtained from the copyright owner, *and* the use falls within the scope of that permission.

WHAT WORKS ARE IN PUBLIC DOMAIN?

- Public domain content:
 - Not subject to copyright protection;
 - Expired copyright or failure to comply with copyright formalities; or
 - Author has dedicated work to public domain.
- Contact the owner to confirm status of the work.



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HOW TO OBTAIN PERMISSION TO USE A COPYRIGHTED WORK?

- Contact the Owner.
 - Copyright Notice
 - Copyright Office Search www.copyright.gov
 - Licensing organizations: ASCAP; BMI; stock photo agencies
- Budget time for rights clearance.
- Know the parameters of your desired license.



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HOW TO OBTAIN PERMISSION TO USE A COPYRIGHTED WORK?

- NAR created sample photography agreements:
 - Work Made for Hire Agreement
 - Assignment Agreement
 - Exclusive License Agreement
- <https://www.nar.realtor/law-and-ethics/who-owns-your-property-photos>



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USE OF MUSIC: PERFORMANCE RIGHTS FOR EVENTS, MEETINGS, AND OPEN HOUSES

- Public performance license: when music is performed publicly, including recorded or live music.
- BMI (www.bmi.com) and ASCAP (www.ascap.com) offer blanket licenses for use of millions of songs.
- Keep in mind:
 - Separate entities.
 - Reporting requirements.
 - Organizer is responsible for all use of music during event.



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USE OF MUSIC: SYNCH AND MASTER RECORDING LICENSES FOR VIDEOS

- Synchronization license: use of music in conjunction with visual media.
- Master Recording License: use of a particular sound recording of a song.
- Keep in mind:
 - The owner of the synch rights and the master recording rights may be different entities.
 - Consider contacting the synch rights owner first.
 - Music may be licensed under Creative Commons licenses and through stock photo agencies.



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PUBLIC COPYRIGHT LICENSES

- Anyone may use the copyrighted work **as long as they obey the terms and conditions of the license.**
- Creative Commons: attribution; link to the license; non-commercial; no derivative works.
- <https://creativecommons.org/licenses/>
- Beware copyright trolls!



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FAIR USE DOCTRINE

- Narrow defense to infringement.
- Courts weigh four statutory factors (17 U.S.C. §107):
 - Purpose and character of the use.
 - Nature of the copyrighted work.
 - Amount and substantiality of the portion used.
 - Effect of the use upon the potential market for or value of the work.



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DIGITAL MILLENNIUM COPYRIGHT ACT

Protects online service providers from liability for copyright infringement.



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DMCA – ONLINE SERVICE PROVIDER

- “A provider of online services or network access, or the operator of facilities therefor.”
- Construed broadly and likely includes MLSs as well as participants and subscribers hosting an IDX display.



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DMCA PROCEDURAL REQUIREMENTS

- Designate a Copyright Agent to receive takedown requests
- Implement a termination policy for repeat infringers
- No knowledge of infringing activity or facts that make infringing activity apparent
- No direct financial benefit attributable to infringing activity
- Comply with Takedown Procedure



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- **Copyright Agent's must be re-designated to receive takedown requests by December 31, 2017.**
 - Must register Copyright Agent using USCO's electronic registration system.
 - Previously designated agents will need to re-register by Dec. 31, 2017.
 - Copyright Agents need to be renewed every 3 years.
 - Fee reduced from \$105 to \$6.

<https://www.copyright.gov/dmca-directory/>



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NAR COPYRIGHT RESOURCES

- **Copyright Landing Page:** <https://www.nar.realtor/copyright-trademark>
- **Sample Photography Agreements:** <https://www.nar.realtor/law-and-ethics/listing-photo-sample-agreements>
- **Window to the Law videos:**
 - Changes to the DMCA Safe Harbor: <https://www.nar.realtor/videos/window-to-the-law-video-changes-to-dmca-safe-harbor>
 - Listing Photo Copyright Issues: <https://www.nar.realtor/videos/window-to-the-law-listing-video-copyright-issues>
 - Copyright Infringement Safe Harbor: <https://www.nar.realtor/videos/window-to-the-law-copyright-infringement-safe-harbor>
- **NAR Articles:**
 - Online Copyright Rule Tune-up: <https://www.nar.realtor/realtor-ae-magazine/online-copyright-rule-tune-up>
 - Who Owns Your Property Photos?: <https://www.nar.realtor/law-and-ethics/who-owns-your-property-photos>
 - Protect Yourself Against Copyright Claims: <http://realtormag.realtor.org/law-and-ethics/feature/article/2017/05/protect-yourself-against-copyright-claims>



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ADA WEBSITE ACCESSIBILITY



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TITLE III AMERICANS WITH DISABILITIES ACT

- Prohibits discrimination against disabled at any place of public accommodation.
- “Place of public accommodation” means business that provides goods and services to the public.
- **Issue: is a website a place of public accommodation that must comply with the ADA?**



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WHAT DOES “WEBSITE ACCESSIBILITY” MEAN?

- Website interacts well with adaptive technology.
- Maximized compatibility with assistive technologies.
- Text alternatives for any non-text content.
- Content presented in different ways without losing information or structure.
- Readable and understandable to web navigation tools.
- All functionality available from a keyboard.
- Separate foreground from background.



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WHAT DOES THE DOJ SAY?

- DOJ position requires all websites be accessible.
- 2010, Advance Notice of Proposed Rulemaking: https://www.ada.gov/anprm2010/web%20anprm_2010.htm
- 2016, Supplemental Advance Notice of Proposed Rulemaking: <https://www.ada.gov/regs2016/sanprm.html>
- Consent orders in settled lawsuits



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SUPPLEMENTAL ADVANCE NOTICE OF PROPOSED RULEMAKING

- ✓ Web content v. website
- ✓ Accessibility standard
- ✓ Compliance timeframe
- ✓ Archived web content
- ✓ Compliance measurement
- ✓ Application to mobile apps
- ✓ Third-party content: linked and on website



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WHAT DOES THE LAW SAY?

- Case law varies by jurisdiction:
 - 3rd, 6th, 9th, and 11th Circuits:
 - ADA only applies to websites with a “nexus” to a public-accommodation physical structure.
 - E.g., Target’s website has a nexus to Target’s physical stores; Netflix does not.
 - 1st, 2nd, and 7th Circuits:
 - ADA applies to both physical and electronic spaces, no “nexus” test.



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ROBLES V. DOMINOS PIZZA, LLC

No. CV1606599SJOSPX, 2017 WL 1330216 (C.D. Cal. Mar. 20, 2017), appeal filed (9th Cir. Apr. 13, 2017)

- Plaintiff alleged Domino’s website failed to comply with WCAG 2.0 guidelines and therefore violated the Americans with Disabilities Act.
- Court granted Defendant’s motion to dismiss based on the primary jurisdiction doctrine:
 - Allows courts to stay proceedings or dismiss a complaint without prejudice pending resolution of an issue within the special competence of an administrative agency.
- Court called on Congress, the Attorney General, and the Department of Justice to take action.



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ROBLES V. DOMINOS PIZZA, LLC

No. CV1606599SJOSPX, 2017 WL 1330216 (C.D. Cal. Mar. 20, 2017), appeal filed (9th Cir. Apr. 13, 2017)

- Lessons Learned:
 - ✓ Including an accessibility statement/banner on website is a good risk management move.
 - ✓ Provide an alternative way for users to access goods and services when website is not fully accessible.

Case summary: <https://www.narealtor.com/legal-summaries/web-site-accessibility-issues-from-robles>



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Gil v. Winn-Dixie Stores, Inc.

No. CV1623020 2017 WL 2547242 (S.D. Fla. June 13, 2017)

- Court held Winn-Dixie violated the ADA by having an inaccessible website.
- Court's draft injunction included:
 - Compliance with WCAG 2.0; and
 - “Accessibility Policy” with an accessible means to submit accessibility questions and problems.
- Court held Winn-Dixie responsible for entire website, even parts operated by third-party vendors:
 - Legal obligation to require third-party vendors to be accessible if they choose to operate within the Winn-Dixie website.



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Gil v. Winn-Dixie Stores, Inc.

No. CV1623020 2017 WL 2547242 (S.D. Fla. June 13, 2017)

- Lessons Learned:
 - ✓ Continue efforts to create an accessible website.
 - ✓ Use WCAG 2.0 as the standard.
 - ✓ Include accessibility statement on website.
 - ✓ Require third-party vendor accessibility.

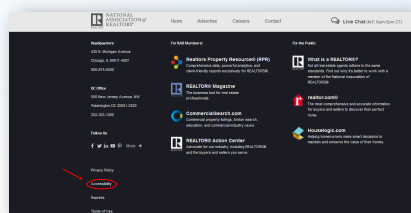
Case summary: <https://www.nar.realtor/legal-case-summaries/court-rules-ada-applies-to-website>



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BEST PRACTICES FOR ADA WEBSITE ACCESSIBILITY

Include a disclaimer page on your website!



<https://www.nar.realtor/accessibility>



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BEST PRACTICES FOR ADA WEBSITE ACCESSIBILITY

Accessibility

The National Association of REALTORS® (NAR) is committed to providing an accessible website. If you have difficulty accessing content, have difficulty viewing a file on the website, or notice any accessibility problems, please [contact NAR](#) to specify the nature of the accessibility issue and any assistive technology you use. NAR will strive to provide the content you need in the format you require.

NAR welcomes your suggestions and comments about improving ongoing efforts to increase the accessibility of this website.

Web Accessibility Help

There are actions you can take to adjust your web browser to make your web experience more accessible.

- ▶ I am blind or can't see very well
- ▶ I find a keyboard or mouse hard to use
- ▶ I am deaf or hard of hearing

Include a disclaimer page on your website!



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BEST PRACTICES FOR ADA WEBSITE ACCESSIBILITY

- Include an accessibility statement on your website.
- Talk to your website provider.
 - Review current accessibility of website.
 - Establish plan for making it more accessible.
 - Discuss indemnification.
- Stay tuned for DOJ guidance.



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NAR ADA RESOURCES

- **Window to the Law videos:**
 - “Websites and the ADA”
 - <http://www.nar.realtor/videos/window-to-the-law-accessible-websites-and-the-ada>
 - “ADA Basics”
 - <http://www.nar.realtor/videos/window-to-the-law-ada-basics>
- **REALTOR® Magazine articles:**
 - “Is Your Website ADA Compliant?”
 - <http://realtormag.realtor.org/for-brokers/network/article/2016/07/6-ways-help-everyone-access-your-website>
 - “Six Ways to Help Everyone Access Your Website”:
 - <http://realtormag.realtor.org/for-brokers/network/article/2015/01/accessibility-broker-s-responsibility>
 - “Accessibility Is a Broker’s Responsibility”
 - <http://realtormag.realtor.org/law-and-ethics/feature/article/2014/07/head-website-accessibility-issues>
 - “Head Off Web Site Accessibility Issues”
 - <http://realtormag.realtor.org/law-and-ethics/feature/article/2014/09/websites-public-accommodations>
- **NAR Response to DOJ Notice of Proposed Rulemaking:**
 - <https://www.nar.realtor/articles/nar-comments-on-ada-website-accessibility>



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CYBER FRAUD



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IT’S NOT JUST THE BIG GUYS.

- In 2015, forty-three percent of all cyberattacks were leveraged at small to mid-sized businesses (250 or less employees).*
- Dangerous misconception: “I’m too small to bother with.”
- Cybercriminals know that the small guys are less protected.

* Source: Symantec 2016 Cybersecurity Report



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CYBERCRIMINALS REAL ESTATE

- Smaller to mid-sized companies
- Busy professionals focused on clients, deals
- Multiple separate players during transactions: Buyer, seller, buyer's agent, seller's agent, escrow agent, lawyer, mortgage broker, banks
- Real estate purchase = large sums of money



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REAL LIFE EXAMPLES

- Fake title company email sent with fake wiring instructions. Buyer wired funds to an offshore account. While there was no indication that the broker's account was hacked - it appeared that the closer's email was compromised - the aggrieved party made a demand on the broker based upon the theory that the broker is liable for failure to warn the client of the threat of cyber theft.
- Fake attorney email sent with fake wiring instructions. Buyer's attorney's email was hacked, buyer received fake wire instructions from buyer's attorney, and buyer wired \$64K down payment to a fraudster. Buyer filed a lawsuit against the lawyer, the title company involved in the transaction, and the bank who performed the wire transfer. The lawyer and the title company both settled, buyer went to arbitration against the bank. The arbitrator awarded buyer most of the remaining damages.



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REAL LIFE EXAMPLES

- NY couple wired \$2 million down payment for a \$20 million Manhattan apartment to cyber criminals. Couple filed lawsuit against the attorney alleging the use of an AOL account and failure to install basic cybersecurity protections amount to professional negligence and breach of fiduciary duty. *Robert Millard and Bethany Millard v. Patricia L. Doran*, Index No. 153262/2016, Supreme Court of the State of New York, County of New York.
- Real estate agent sued by title company for negligence in failing to implement and maintain reasonable security procedures and practices to protect the personal information of the buyers from an unauthorized access, use, modification, or disclosure. *First American Title Co. v. Tanisha Zapata et al.* Case No. BC620704, Los Angeles County Superior Court.



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SCAMS OF THE PAST

- Bad grammar and spelling
- Weird syntax
- Outrageous claims
- Quick money
- In your spam folder



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GOV GODWIN EMEFELE <postmaster@cockycookie12.de>
!!!!++++ URGENT NOTICE +++++!!!!

Dear <insert name>,

Is my pleasure inform YOU that your deliveryman has arrived at the airport with your cash trunk boxes value \$8.3 million dollars US currency being your inheritance /compensation payment. \>>

Most importantly, you are advised to sending your **full data** to him on this email address reply, which include **your Full Name, Current Residential Address, Direct Cell Number, and A copy of any identity card with social security Numericals** to verify that you are the right receiver to avoid mistake and enable him deliver your cash consignment boxes to your house without any further delay.

CONGRATULATION!!!
MR.GODWIN EMEFELE,
EXECUTIVE GOVERNOR,
CENTRAL BANK OF NIGERIA



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NEW SCAMS

- Highly sophisticated organized crime
- Virtually indistinguishable from legitimate email
 - Comes from hacked account; or
 - Tiny difference in email address
- Looks to be from trusted source
- Right timing, right tone, right information
- Devastatingly successful



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From: Jack Lawyern <jack@lawyem.com>
To: Brenda Buyer <Brenda@buyer.net>
Cc: Eddie Escrow; Rinda Real Estate
Subject: New Wiring Instructions

Hi Everybody,

We're almost to the finish line. Just got the heads up that there's been a tweak to the wiring instructions – please see attached for new info. Let's get this baby wrapped up today. Congrats again to all. Brenda, you and Roger and little Susie are going to love your new place on Franklin Road.

Cheers,
Jack

Jack Lawyern
Lawyern & Lawyern

Hand in Hand with Texas Homebuyers for Three Generations



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WIRE FRAUD IN REAL ESTATE TRANSACTIONS

- Hacker uses social engineering and computer intrusion technology to hack into email account.
- Determines important timing of events.
- Spoofs email and sends alternate last minute wiring instructions to buyer.
- Email looks like legitimate email from agent, attorney, other trusted participant.
- Buyer wires money to criminal.
- Criminal wires money to U.S. bank, which is quickly taken out and typically transferred outside the U.S.



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BEST PRACTICES FOR RESPONDING

- Contact financial institution immediately.
- Contact local FBI office.
- Contact local police.
- File a complaint with FBI's Internet Crime Complaint Center (IC3):
<https://www.ic3.gov/default.aspx>



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BEST PRACTICES FOR PREVENTION

- Inform clients at of wire fraud scam at outset of transaction.
- Avoid sending any sensitive financial information via email.
- Consider using a secure transaction management platform.
- Instruct buyers independently verify phone number for the intended recipient of wired funds immediately prior to sending the funds.



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BEST PRACTICES FOR PREVENTION

- Never click on links or attachments in unverified emails.
- Monitor your email account settings.
- Regularly purge email.
- Employ strong password practices.
- Avoid scheduling closings on Fridays.



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BEST PRACTICES FOR PREVENTION

- Wire fraud email notice template:

*The following is an example of a notice you may wish to consider adding to your email signature line. This notice should not serve as a substitute for educating your clients and other participants in your real estate transactions about email wire fraud. For more information about best practices to avoid victimization by cyber criminals, see *Protecting Your Business and Your Clients From Cyberfraud*.*

“

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.



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BEST PRACTICES FOR PREVENTION

The image shows two screenshots of legal notices. The left one is titled "IDAHO FRAUD NOTICE" and discusses a scam involving a real estate transaction. The right one is titled "WIRE FRAUD ADVISORY #519" and provides instructions on how to protect oneself from wire fraud, including monitoring accounts and verifying instructions.

<https://www.nar.realtor/data-privacy-security/wire-fraud-notices>



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CYBER INSURANCE

- Cyber Insurance still in “wild west” territory, but improving.
- Don't purchase without reviewing current policy.
- Consult a specialist: In addition to cyber policies, ask about crime (“fidelity”) riders, social engineering endorsements, and other products that may bolster coverage in the wake of a cybercrime.



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CYBER INSURANCE

- Be aware of what's covered...and what's NOT covered. Don't assume.
- Ensure current E&O covers defense for suits related to alleged negligent acts leading to data breach or other cyber crime.
- Ask about: cyber coverage, social engineering endorsements, and crime coverage.
- Ask if preventative consultation services and post-breach triage services are offered with insurance package.



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NAR CYBER FRAUD RESOURCES

- **Data Privacy and Security Landing Page:** <https://www.nar.realtor/data-privacy-security>
- **Video Alerts and Education:**
 - <https://www.nar.realtor/videos/cyber-crime-cyber-security-and-the-real-estate-professional>
 - <https://www.nar.realtor/videos/wire-fraud-alert-for-buyers>
 - <https://www.nar.realtor/videos/window-to-the-law-data-security-program-basics>
 - <https://www.nar.realtor/videos/window-to-the-law-cyberscams-and-the-real-estate-professional>
- **Cyber and Fidelity Insurance Report:**
 - <https://www.nar.realtor/reports/cyber-and-fidelity-insurance-report>
- **Articles:**
 - <https://www.nar.realtor/law-and-ethics/cybersecurity-checklist-best-practices-for-real-estate-professionals>
 - <http://www.nar.realtor/articles/request-to-redirect-funds-should-trigger-caution>
 - <http://www.nar.realtor/articles/internet-security-best-practices>
 - <https://www.nar.realtor/articles/urgent-alert-sophisticated-email-scams-targeting-the-real-estate-industry>



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FIDUCIARY DUTIES



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OVERVIEW

- Every director owes fiduciary duties to the association.
- Directors can be subject to personal liability for breaches of these duties.
- We will discuss:
 - A director's core fiduciary duties.
 - The specific obligations that flow from these fiduciary duties.
 - How to handle conflicts of interest.
 - How directors can limit exposure to liability.



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SOURCES OF A DIRECTOR'S DUTIES AND RESPONSIBILITIES:

- State law
- Association bylaws
- Written policies
- Case law



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ROLE OF DIRECTORS:

- Ultimate responsibility for the business and affairs of association.
- Making major decisions for the association.
- Participate in the administration, and supervision of the affairs of the association.
- Provide strategic leadership for the association.



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CORE FIDUCIARY DUTIES:

- **Duty of Care**
- **Duty of Loyalty**
- Duty of Obedience
- Duty of Confidentiality
- Duty of Accounting



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DUTY OF CARE:

Exhibit honesty, act in good faith, and exercise ordinary and reasonable care in the discharge of a director's duties.

- The duty of care requires that directors be informed of all material information reasonably available to them when making decisions for the corporation.
- A director must act with the care that a person in a like position would reasonably believe appropriate under similar circumstances.



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DUTY OF LOYALTY:

Undivided allegiance and duty of faithfulness to the association.

- The duty of loyalty requires directors to act in good faith for the benefit of the corporation and its shareholders, not for their own personal interest.
- Corporate opportunity doctrine: an officer or director may not divert to himself or his affiliates any business opportunity presented to, or otherwise rightfully belonging to, the association.



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DUTY OF CONFIDENTIALITY:

Maintain confidence of board discussions and deliberations, and prohibits the disclosure of non-public information.



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DUTY OF OBEDIENCE:

Act in accordance with, and in furtherance of, the association's mission and governing documents, as well as applicable laws and regulations.



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DUTY OF ACCOUNTING:

Safeguard, protect, and preserve association assets by adopting, and following, proper accounting procedures and controls.



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CONFLICTS OF INTEREST:

- Avoid.
- Disclose.
- Resolve.
- Recuse.



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**FAILURE TO FOLLOW FIDUCIARY DUTIES
LEADS TO HARM TO ASSOCIATION AND
MEMBERSHIP AND LEGAL EXPOSURE.**



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BREACH OF FIDUCIARY DUTY:

- To protect themselves from liability, directors should always consider whether the decision(s) or action(s) being taken are in the best interests of the organization.
- Directors who breach their fiduciary duties are at risk of being found personally liable if the organization suffers a loss which can be attributed to the actions or omissions of the directors.
- Liability will depend upon the particular facts and circumstances at play and legal advice is critical.
- Association's indemnification by-law or policy on indemnification may not be available to directors who have breached their fiduciary duty and insurance coverage may similarly not be available.



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BUSINESS JUDGMENT RULE:

- In making business decisions, directors are generally protected by the business judgment rule.
- The rule presumes that disinterested and independent directors acted:
 - On an informed basis.
 - In good faith.
 - In the honest belief that the action was taken in the best interest of the association.



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HOW TO LIMIT DIRECTOR LIABILITY:

Directors should:

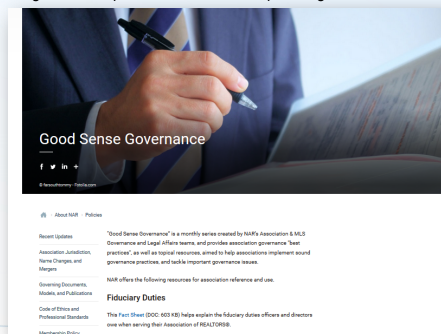
- Focus on overseeing the business of the association.
- Regularly attend and participate in board meetings.
- Be prepared for each board meeting.
- Thoroughly review board materials and reports before each board meeting.
- Discuss conflicts of interest and keep a record reflecting that the board considered them.
- Consult with counsel and experts as needed.



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GOOD SENSE GOVERNANCE

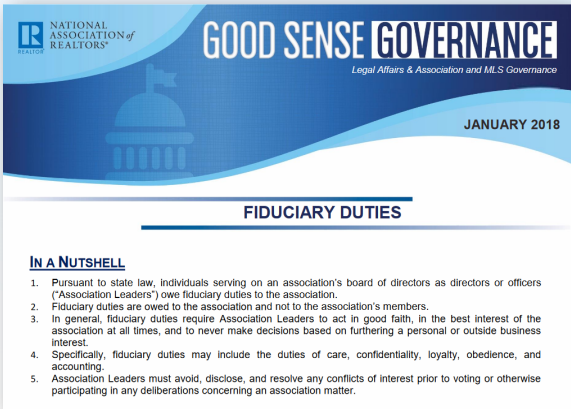
"Good Sense Governance" is a monthly series created by NAR's Association & MLS Governance and Legal Affairs teams, and provides association governance "best practices", as well as topical resources, aimed to help associations implement sound governance practices, and tackle important governance issues.



<https://www.nar.realtor/about-nar/policies/good-sense-governance>



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IN A NUTSHELL

1. Pursuant to state law, individuals serving on an association's board of directors as directors or officers ("Association Leaders") owe fiduciary duties to the association.
2. Fiduciary duties are owed to the association and not to the association's members.
3. In general, fiduciary duties require Association Leaders to act in good faith, in the best interest of the association at all times, and to never make decisions based on furthering a personal or outside business interest.
4. Specifically, fiduciary duties may include the duties of care, confidentiality, loyalty, obedience, and accounting.
5. Association Leaders must avoid, disclose, and resolve any conflicts of interest prior to voting or otherwise participating in any deliberations concerning an association matter.

<http://www.nar.realtor/Fiduciary-Duties-Fact-Sheet-2018>



NAR FIDUCIARY DUTY RESOURCES

- **Video: Fiduciary Duties Owed by Directors of Associations**
– <https://www.nar.realtor/videos/fiduciary-duties-owed-by-directors-of-associations>
- **Good Governance Sense: Fiduciary Duty Fact Sheet**
– <http://www.nar.realtor/Fiduciary-Duties-Fact-Sheet-2018>
- **Leadership Under the Law: Ensure Your Board Knows Its Fiduciary Duties**
– <https://www.nar.realtor/publications/realtor-ac-magazine/leadership-under-the-law-ensure-your-board-knows-its-fiduciary-duties>
- **Fiduciary Duty Landing Page**
– <https://www.nar.realtor/national-leadership/board-of-directors/fiduciary-duty>



WINDOW TO THE LAW

A monthly video series focusing on legal topics of interest to the real estate industry.

- Coming Soon Listings
- Teams
- RESPA
- Wire Fraud
- Independent Contractor Classification
- Antitrust
- Campaign Finance Law
- ADA: Basics & Website Accessibility
- Copyright Infringement
- Patent Trolls
- Drones
- Elder Abuse
- And many more.



<https://www.nar.realtor/videos/window-to-the-law>



THANK YOU!

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