VALLEY LAWYER

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California Severance Agreements

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2008 Labor and Employment Legislation Update

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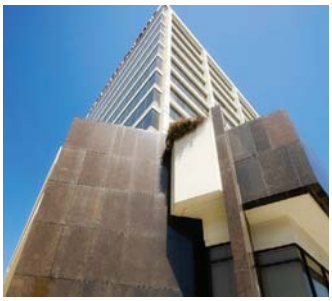


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VALLEY LAWYER

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Access to Justice

TAMILA JENSEN
SFVBA President

FOR MANY YEARS, ACCESS to justice is a notion that has been a principal goal of the State Bar of California and the judiciary. It can mean courthouse accessibility to people with disabilities, system accessibility to people who do not speak English well or at all, training of judicial officers to avoid the appearance of bias and to be aware how bias may creep in uninvited, or even just attorney-client representation. California has addressed access to justice in many ways.

Numerous organizations in the state are actively involved in coordination efforts to increase access to justice. **The California Access to Justice Commission** leads California's Access to Justice efforts. Appointments are made by the State Bar, Judicial Council, California Judges Association, Governor, Attorney General, President Pro Tem of the Senate, Speaker of the Assembly, Chamber of Commerce, Labor Federation, Council of Churches, League of Women Voters, Consumer Attorneys of California and Council of California County Law Librarians.

The **Legal Services Coordinating Committee**, which includes representatives of the Access to Justice Commission, Judicial Council, State Bar Standing Committee on the Delivery of Legal Services, Legal Services Trust Fund Commission (IOLTA), Legal Aid Association of California and California Clients Council, provides institutional accountability by coordinating justice planning efforts to ensure that planning is ongoing and projects are implemented.

The **Judicial Council's Access and Fairness Advisory Committee** was first appointed in 1994 to make recommendations to the Judicial Council for improving access to the judicial system and fairness in the court. Among other things, it focuses on judicial education and fairness issues in the courts.

The State Bar has a **Standing Committee on the Delivery of Legal Services** (SCDLS) which is a 20-member advisory committee to the Board of Governors that focuses on the delivery of legal services including to low- and moderate-income people. It prepares reports, does research, tracks legislation and makes recommendations to the Board of Governors.

Boards, committees and commissions are important, but their work must be supported by a commitment of resources. One important source of funding for access programs is the familiar **IOLTA** (Interest on Lawyers' Trust Accounts). California puts its money where its mouth is with IOLTA.

Attorneys who handle money belonging to their clients, including settlement checks, fees advanced for services not yet performed or money to pay court fees, are required to deposit the funds in one or more clearly identifiable trust accounts. If the client funds are not capable of earning income for the client in excess of the costs of securing such income, then they are pooled in a single account with similar funds of other clients. Before IOLTA, these funds were deposited into non-interest bearing checking accounts. With IOLTA, an attorney must pool nominal or short-term client funds in an interest bearing account. In California, IOLTA interest income supports approximately 100 nonprofit legal aid organizations that provide civil legal aid to indigent and low-income people, seniors and persons with disabilities.

Until the passage of AB 1723 last year, IOLTA accounts could only be interest-bearing checking accounts. The interest earned in these accounts averaged less than 1.0%. AB 1723, effective January 1, 2008, amended Business & Professions Code Sections 6091.2, 6211, 6212 and 6213 to require financial institutions to offer bank investment products to their IOLTA customers comparable to the products they offer to their similarly situated customers.

IOLTA is administered by the **Legal Services Trust Fund Program** which was started by the State Bar to fund civil legal services for those Californians who could not otherwise afford needed legal services. It is overseen by the Legal Services Trust Fund Commission which sets the criteria for programs receiving the trust funds, monitors the programs for compliance, and so forth. It is a department within the State Bar of California. The funds available vary from year to year, but about ninety-five percent (95%) of the funds collected are spent for programs. While the current financial situation is a challenge to most people and certainly will probably affect many programs, the change brought by AB 1753 has meant that most programs did not suffer a loss of IOLTA funds for their current budgets.

The **Equal Access Fund** was created by the Legislature in 1999 to help the most vulnerable Californians when they face issues such as elder abuse, domestic violence, family support, housing, or access to health care. The Equal Access Fund, under the Judicial Council, provides funds to address the need for civil legal aid, providing $10 million per year for this purpose. The Equal Access Fund provides a supplement to other public and private funds available to nonprofit legal aid providers to meet the civil legal needs of low-income, elderly and disabled people. Ten percent of this money goes to support court-based self-help centers and the rest goes to direct services.

Still, only a small fraction of the need is met each year. Therefore, in 2006, AB 2301 was passed by the Legislature and signed by the Governor. AB 2301 authorizes the State Bar to collect contributions from its members to support legal assistance for low-income Californians, in order to bridge the "justice gap". Contributions are voluntary and can be made through the annual dues statement. The **Justice Gap Fund** is another resource to help pay for legal services for low income people. The Justice Gap Funds are designated to be used for protecting victims of elder abuse and domestic violence; keeping families intact by avoiding homelessness and establishing guardianships; and helping low-income children access health care and special education services through existing legal aid programs.

The importance of these programs cannot be underestimated. Equal access to justice is not just a slogan. It is an important feature and function of a civil society. Access to justice for the poorest of us is a benefit to all of us because it promotes a fair and rational society. It promotes a stable justice system that is supported by all citizens. Even the least of us must have access to the system so that we all may realize the promise of equal justice.

From the Editor

For question, comments or candid feedback regarding ***Valley Lawyer*** *or* ***Bar Notes****, please contact Angela at (818) 227-0490, ext. 109 or via email at Angela@sfvba.org*

ANGELA M. HUTCHINSON
Editor

Holiday Greetings!

Can you believe that 2008 is coming to an end? I hope that you had a year worth cherishing, just as we have at the Bar. From our old *Bar Notes* newsletter to our modernized *Bar Notes* e-vine and *Valley Lawyer* magazine, there have been many accomplishments this year within our communications department. Our final year-end goal is the SFVBA website redesign project.

This December *Valley Lawyer* will be of particular interest to our SFVBA attorney members who specialize in labor and employment law. It will also be of value to all SFVBA members in employee-employer relationships.

While the nature and scope of employment is specific for each industry, inside this issue we provide a summary of new employment-related laws for employers to contend with in the new year, the impact of technology on the workplace, recent developments in California law on severance agreements between the employer and employee, and the future of arbitration with respect to the employment relationship.

This year may have been challenging for many companies and their employees, but it is my hope that 2009 present more jobs for the unemployed, career elevation for the employed, capital for new businesses, and expansion and increased profits for existing companies, which locally contribute to the foundation of our blossoming San Fernando Valley community.

Have a joyful month!

Angela M. Hutchinson

November MCLE Article Correction

Keeping Exempt Organizations Exempt

By Marshall A. Glick

In the November 2008 issue of *Valley Lawyer*, the MCLE article, "Keeping in Exempt Organizations Exempt," was published inaccurately due to an editorial error.

The reprinted article, originally published by *California Lawyer* magazine in July 2003, contained some out-of-date and inaccurate dates, forms, procedures, and laws.

Valley Lawyer would like to extend our sincere apologies to the author of the article, Marshall A. Glick, who practices nonprofit law in Encino.

The November issue with the revised article has been posted on the SFVBA website at www.sfvba.org and will appear in its entirety in the January Valley Lawyer.

Get Your Literary Work Published

VALLEY LAWYER is currently seeking articles. Editorial content must be written as sophisticated analyses of important issues. New laws or current affairs can also be addressed. Feature and MCLE articles are accepted.

2009 Calendar Topics:*

JAN – Criminal Law and Diversity
FEB – Entertainment Law
MARCH – Alternative Dispute Resolution and Construction Law
APRIL – Business Law, Tax and Bankruptcy

**Articles do not always have to focus on calendar topics, but should be based on author's legal expertise or interests*

ABA's Special Committee on Disaster Response and Preparedness

ROSIE SOTO
Director of
Public Services

THIS PAST OCTOBER, THE ABA held the 2008 National Lawyer Referral Workshop in Anaheim. A hot topic of discussion was a new Memorandum of Agreement between the Federal Emergency Management Agency (FEMA) and the American Bar Association (ABA) regarding disaster legal services.

ABA Young Lawyers Division (YLD) District 32 Representative Joel Villasenor enlists the San Fernando Valley Bar Association and Attorney Referral Service to collaborate in these efforts.

How it Works

Since 1978, under an agreement with FEMA, the ABA YLD coordinates the delivery of free legal assistance to disaster victims. When the president of the United States declares a "major disaster," the ABA YLD recruits and coordinates volunteers to help provide legal assistance through telephone hotlines and at disaster recovery centers.

Services rendered include assistance with insurance claims, counseling on landlord/tenant problems, assisting in consumer protection matters, remedies, and procedures, and the replacement of wills and other important legal documents destroyed in a major disaster. Under the new agreement, volunteer lawyers may also provide assistance in securing FEMA and other governmental benefits available to disaster victims.

The memorandum requires the ABA YLD to provide pro bono disaster related legal services to low-income victims of a federally-declared disaster when asked to do so by FEMA. The memorandum applies when FEMA requests such services. Not all federally-declared disasters result in the implementation of disaster legal services. The relevant FEMA Regional Director determines whether help is needed.

When disaster strikes and FEMA evokes the Memorandum, FEMA contacts the ABA YLD National Coordinator, who then contacts the relevant ABA YLD District Representative. The District Representative contacts the leaders of the state and local bar associations to implement the state's disaster legal service plan.

The Representative also sets up and staffs a toll free number that FEMA publicizes throughout the disaster areas for qualified victims to obtain legal services. Victims' initial telephone calls are answered by an intake operator who assesses the issues and determines whether they need to go to a volunteer attorney. If so, callers are asked for a phone number where they can be reached in 24-48 hours. The operator then emails the intake forms to volunteer attorneys who are responsible for urgently connecting with the victims to provide service.

Attorney Volunteers

Attorneys who participate in the hotline are providing service on a pro bono basis. Any attorney agreeing to participate in the program under its established terms can volunteer. This is true regardless of age, stage, or ABA membership status.

Individual states determine whether or not attorney volunteers need to be licensed in that state to answer the hotline. If the affected state does not waive its licensing requirements, the ABA cannot let attorneys licensed in another state aid its victims via the hotline. However, after Hurricane Katrina, Mississippi quickly allowed out-of-state attorneys to represent clients in pro bono matters.

Currently, there is no experience requirement for the attorney volunteers. Assistance is appreciated by senior attorneys; however, junior attorneys frequently tend to answer more calls. If an attorney feels a case is beyond his/her legal expertise, they can call the hotline to have it reassigned.

Interested attorney volunteers should contact Rosie Soto, Director of Public Services, at (818) 227-0490, ext. 104. To view the agreement in full, visit www.abanet.org.

U.S. Bankruptcy Court Central District of California

Public Notice Re: Judicial Conference Transcript Redaction Policy

EFFECTIVE OCTOBER 14, 2008, THE U.S. Bankruptcy Court for the Central District of California will implement the Judicial Conference Policy ("Policy") regarding electronic access to Transcripts and the redaction of these Transcripts when appropriate. The Policy will apply to all Transcripts of proceedings ordered from the Court on or after October 14, 2008, regardless of when the proceeding took place. The Policy is as follows:

1. Transcripts will be restricted for 90 days pending redaction of personal data identifiers. To comply with the privacy requirements of the E-Government Act of 2002 and Federal Rules of Bankruptcy Procedure 9037, parties must ensure that certain protected information is redacted from Transcripts prior to their electronic availability on PACER.

2. After a transcriber files a Transcript with the Court, the filing will be noted on the appropriate electronic docket. Parties will have seven (7) days from the date of the filing of a Transcript to file with the Court a ***"Notice of Intent to Request Redaction"***. The party filing a Redaction Notice is also responsible for serving a copy of the notice on the transcriber.

3. Within 21 days of a Transcript being filed, a party who filed a Redaction Notice must file with the Court a ***"Request for Redaction"***, and serve a copy on the transcriber, listing the items to be redacted, citing the Transcript's docket number, the item's location by page and line, and including only the following portions of the protected information: the last four digits of the social security number or taxpayer identification number; the year of the individual's birth; the minor's initials'; and the last four digits of the financial account number.

4. Any additional redaction requires a separate motion and Court approval.

5. During the 90-day restriction period, a party may view the Transcript at the Clerk's Office public terminals or purchase it by following the instructions on the Court's website at www.cacb.uscourts.gov>Forms/Rules/General Orders> Court Forms> Transcript Order Form.

6. No portion of the Transcript will be copied or printed at the Clerk's Office during the 90-day restriction period. An attorney who purchases the Transcript during the 90-day period will be given remote electronic access to the Transcript and any redacted version filed with the Court. Members of the general public including pro se parties who purchase the Transcript **will not** be given remote electronic access to the Transcript or any redacted version filed with the Court during the 90-day period.

7. After the 90-day period, the Transcript (or redacted version) will be remotely available for viewing, downloading, or printing through PACER, and for viewing and copying at the Clerk's Office.

The responsibility for redaction rests solely with counsel and the parties. Neither the clerk nor the transcriber will review Transcripts for compliance.

California Severance Agreements

by Jor Law

IN TOUGH ECONOMIC TIMES SUCH as these, employers and employees should understand the effect of recent developments in California law on severance agreements. A number of issues arise in negotiating severance agreements, but perhaps the two most important relate to language relating to non-competition and releases.

Non-competition clauses are generally drafted to provide companies with some assurance that their employees will not compete against the company. Release language essentially provides that the releasing party give up the right to sue the released party. While releases in severance agreements may be mutual, in reality, they exist to benefit the employer who is more likely to be sued than to be the one suing.

While many states recognize non-competition agreements in some form or another, covenants to not compete are generally unenforceable in California. Section 16600 of the Business and Professions Code provides: "Except as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." The very few exceptions that are provided for relate to situations that would not apply to your typical employee (Section 16601 – sale of business or business interest; Section 16602 – partnership dissolution or dissociation; Section 16602.5 – dissolution or sale of limited liability company).

Notwithstanding the language of California statutes, the Ninth Circuit, which includes California, has held that "narrow restraints" on employees are valid. However, in *Edwards v. Arthur Andersen*, the California Supreme Court recently rejected the "narrow restraint" exception as contrary to California public policy. In doing so, the California Supreme Court clarifies that the only exceptions to Section 16600 of the Business and Professions Code are those statutory exceptions previously mentioned above.

Edwards also touches upon the issue of releases. The Court explicitly noted that while a broad release would not release employees' indemnity rights under Section 2802 of the California Labor Code which cannot be waived, release language that was broad and included language such as "any and all claims" would nonetheless be lawful and enforceable. Since many releases are drafted rather broadly, the Court's finding is important in reassuring the legal community that such releases are enforceable.

In light of *Edwards*' effect on two of the most important issues affecting severance agreements, employers and employees alike ought to rethink how they view and negotiate severance agreements. Employers should seek the assistance of a qualified attorney to draft language that can still help them protect their business interests, while employees must understand that improperly drafted provisions limiting their ability to compete may be unenforceable under California law. Similarly, the parties should understand that broad releases of claims are enforceable, but that not every right may be waived or released.

Jor Law *is a business and corporate attorney and the founder of the Jor Law Firm. He is a member of the SFVBA Membership & Marketing Committee. Law can be reached at (213) 291-8663 or jlaw@jorlawfirm.com.*

San Fernando Valley Bar Association

Member Benefits

■ SFVBA rents its **Executive Boardroom and Small Conference Room** for depositions and hearings. Amenities include breakout room, beverage service, and free parking. Only $150 per day.

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■ The SFVBA offers **Fastcase**, a comprehensive online law library, as a free service to all SFVBA members. Click on the Fastcase logo at www.sfvba.org to enjoy unlimited usage, unlimited customer service and unlimited printing, all at no cost.

■ As a member of the ABA's House of Delegates, SFVBA Members can take advantage of the ABA Retirement Funds program, administered by global leader State Street. The program provides full service, cost-effective retirement plan solutions to law firms of all sizes, and charges no out-of-pocket fees for administrative services. For more information see the program's prospectus at www.abaretirement.comor contact Plan Consultant Patrick Conlon at (617) 376-9326.

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■ Now Messenger Service offers members who open new accounts a **5% discount** off their current rates. Call (818) 774-9111.

■ United Commercial Bank offers no account maintenance fee on checking accounts with minimum balances; lower fees on credit card merchant services; and Express Deposit Service enabling Members to scan checks at the office and transmit the image to UCB for deposit. Call (818) 988-6668.

■ SFVBA members **save $10** on new AAA Membership. Please also ask us about new insurance with many available discounts. Call Hazel Sheldon at (818) 615-2289. Mention campaign code 39727.

■ Receive 10% off Super Value daily and weekly rates and 5% off promotional rates from Avis Rent A Car. To make a reservation, call (800) 331-1212 or visit www.AVIS.com. When reserving a vehicle, provide discount AWD Number G133902.

■ Members save up to 15% off Hertz daily member benefit rates at participating locations in the U.S. and special international discounts are also available. Your SFVBA CDP **#1787254** is the key. Visit hertz.com or call (800) 654-2200.

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The following joined the SFVBA in October 2008:

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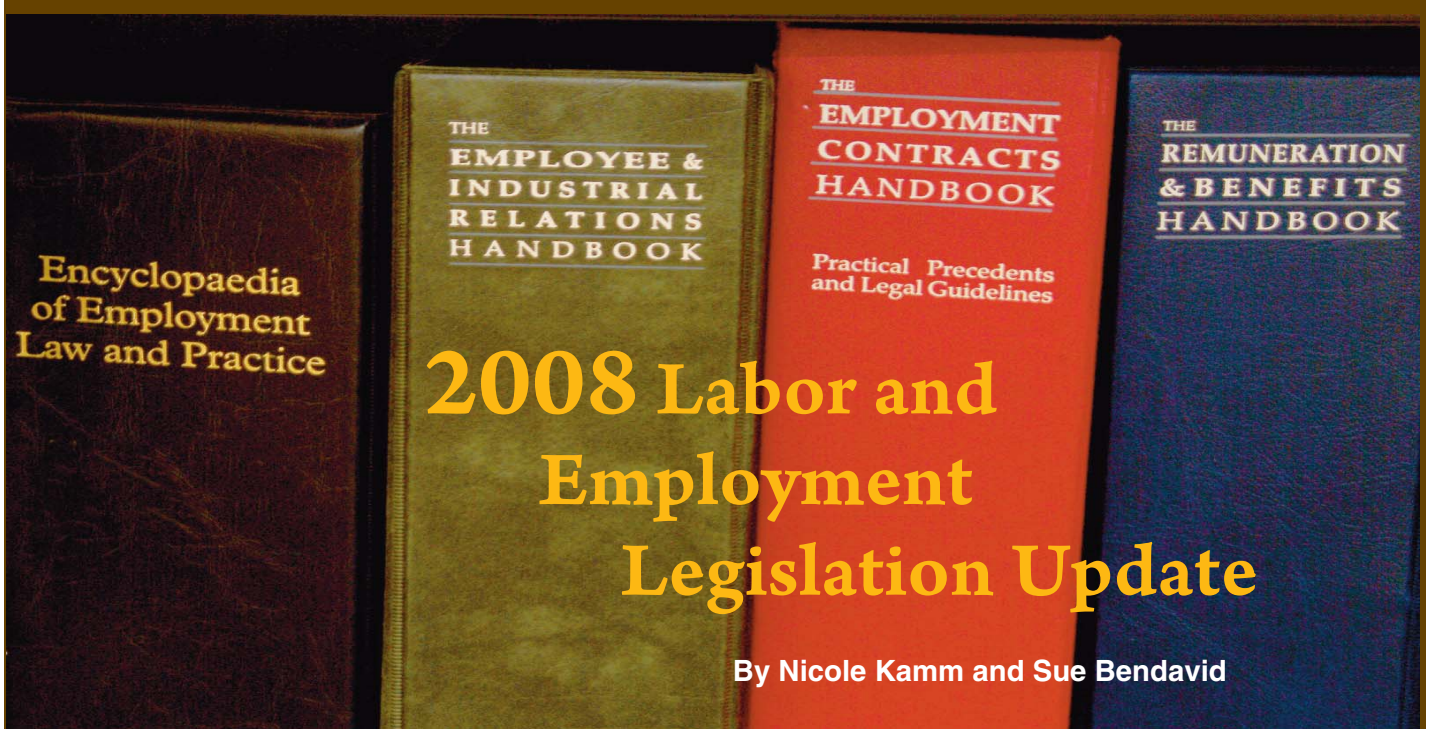

2008 Labor and Employment Legislation Update

By Nicole Kamm and Sue Bendavid

GOVERNOR ARNOLD Schwarzenegger set a new record for the highest veto rate by a California governor for the 2008 legislative session, vetoing more than 35% of all bills approved by the Senate and Assembly. In doing so, the Governor explained he would sign only bills "that are the highest priority." The result is that California employers have just a few new statutes to contend with come the new year. Below is a summary of employment-related bills that were signed by the Governor.

SIGNED BILLS

AB 2075 - Wages: Execution of Release of Claim or Right

Labor Code Section 206.5 currently provides that an employee cannot be required to sign an agreement releasing the employer from liability for wages "unless payment of such wages has been made." Assembly Bill 2075 amends the statute to clarify that the prohibitions on the execution of a release also extend to any requirement that the employee "execute a statement of hours he or she worked during a pay period which the employer knows to be false."

In other words, as of January 1, 2009, it is a misdemeanor for an employer to require an employee to sign a release or statement that the employee has been paid for all hours worked, when the employer knows the hours listed are incorrect.

SB 940 – Wages: Temporary Services Employees

In 2006, the California Supreme Court ruling in *Smith v. L'Oreal* left unsettled the issue of whether temporary employees are discharged at the conclusion of the temporary assignment, thus triggering the obligation to provide final pay immediately. Senate Bill 940 clarifies this decision for staffing firms doing business in California.

The new law provides relief to temporary staffing agencies, stating that the end of a temporary assignment is not a discharge from employment requiring immediate payment of wages. Rather, temporary employees on assignment for 90 days or less may be paid on a weekly basis. Some day laborers and strike replacements must be paid daily. Temporary employees who are discharged from the staffing agency and not eligible for

reassignment still must be paid immediately upon such termination, or within 72 hours of a voluntary resignation.

Employers who use temporary agencies should ensure the agency complies with the new law, as employees can assert joint claims against the employer *and* the agency.

AB 10 – Computer Software Employees Exemption

Under existing law, to qualify as an exempt computer software professional, the employee must be paid at a rate of at least $36/hour, on an hourly basis. Assembly Bill 10 amends Labor Code Section 515.5 to permit an exemption where the employee is paid an annual salary of at least $75,000, paid at least monthly, and in a monthly amount of not less than $6,250. Effective September 30, 2008, the new law makes clear that employers can pay qualifying computer software employees on a salary basis alone, provided the salary meets the $75,000 minimum.

SB 28 – Texting While Driving

As of July 1, 2008, California banned talking on a cell phone while driving without a hands-free listening device. However, "texting" was not included in the ban. Effective September 24, 2008, Governor Schwarzenegger closed the loophole and added texting to the list of things not to do while driving.

Employers should amend their employee handbooks and policies to prohibit texting as well as cell phone use while driving on company business. The new law imposes fines of $20 for the first offense, and $50 for each subsequent offense.

AB 2181 – Workers' Compensation: Reports of Occupational Injury or Illness

Sponsored by Small Business California, Assembly Bill 2181 simplifies the workers' compensation system for employers, changing the way reports of work-related injury or illness are filed. The Division of Workers' Compensation is charged with creating a new form. Employers will be required to report injuries or illnesses to the insurer using the new form, and the insurer then has the duty to report the information to the Division of Workers' Compensation.

VETOED BILLS

In this record-making session, there are several bills that did not pass, but may be revived in future sessions. Among them are the following employment-related bills.

AB 2279 – Employees Who Use Medical Marijuana

Assembly Bill 2279 would have made it unlawful for employers to discriminate against or otherwise penalize applicants or employees based on the medical use of marijuana. The bill was intended to overturn a California Supreme Court decision earlier this year, holding that employers may deny or terminate employment for violating federal drug laws. (*Ross v. Ragingwire Telecommunications, Inc.* (2008))

AB 2918 – Employer Usage of Consumer Credit Reports

Assembly Bill 2918 would have prohibited employers from using a credit report for employment purposes unless the information was (1) substantially job-related or (2) required by law to be disclosed to or obtained by the user of the report.

AB 3063 – Criminal History

Assembly Bill 3063 would have expanded California's background check restrictions to prohibit employers from asking applicants to disclose, or using in an employment-related decision, information concerning criminal convictions when the record has been judicially ordered sealed, expunged or statutorily eradicated.

Nicole Kamm *and* ***Sue M. Bendavid*** *are litigation attorneys specializing in employment law for Lewitt, Hackman, Shapiro, Marshall & Harlan in Encino. Nicole can be reached at (818) 907-3258 or nkamm@lewitthackman.com and Sue can be reached at (818) 907-3220 or sbendavid@lewitthackman.com.*

Text Messaging and Privacy Concerns for the Employer

By Cynthia Elkins

TECHNOLOGY HAS CHANGED the workplace resulting in increased productivity but also increased risks, particularly invasion of privacy claims concerning employee communications. In *Quon v. Arch Wireless Operating Company* (529 F.3d 892, 2008 U.S. App. LEXIS 12766), the 9th Circuit Court of Appeals held that employees, under certain circumstances, can have an expectation of privacy in text messages.

Quon, a SWAT Officer with the City of Ontario (City), received a pager and signed the City's "Computer Usage, Internet and E-mail Policy" which contained appropriate warnings: the City reserved the right to monitor all network activity without notice, employees should have no expectation of privacy, all communications were City property, the City's electronic resources were not to be used for personal reasons, and employees were prohibited from sending inappropriate, derogatory, or harassing messages. The City had no express policy governing use of the pagers.

The City's contracted with Arch Wireless to provide the wireless service. The contract permitted each user up to 25,000 characters per month. When there was an overage regardless of whether such was due to personal or business usage, the City simply required employees to pay the overage charge. Quon exceeded the monthly character limit, but paid for the overages on each occasion.

In 2002, the City ordered the text message transcripts of Quon (and others) for auditing purposes. Arch released the transcripts which revealed that Quon not only exceeded his monthly characters but that many of his messages were personal in nature, and were often sexually explicit. Quon sued the City for, among other things, violations of the Fourth Amendment and California's constitutional right to privacy.

On appeal, the Court found due to the City's failure to follow its policy and regularly audit the text messages, Quon had a reasonable expectation of privacy and the City had violated this right when his messages were reviewed without his consent.

The Court's holding should not be read too narrowly. Employers may continue to monitor electronic communications sent via company-issued equipment provided that the employer's policy expressly contains the appropriate warnings and the employer's practices are in conformity with their stated policy. Employers should create policies to include prohibitions against the installation of any instant messaging program and that employee's should have no expectation of privacy in the content of their communication sent or received via any company owned equipment.

Employers should further condition receipt of such equipment and/or the company's payment for the communication using the equipment on the employee's prior written consent for the disclosure by the third-party service provider of all stored communications for which the employee is the sender or the intended recipient.

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MCLE ARTICLE AND SELF-ASSESSMENT TEST

By reading this article and answering the accompanying test questions, you can earn one MCLE credit. To apply for the credit, please follow the instructions on the test answer form on page 23.

THE FUTURE OF ARBITRATION

in Light of Cable Connection v. DIRECTV, Hall Street Associates v. Mattel, and Preston v. Ferrer

By Everett F. Meiners

ARBITRATION CONTINUES TO be a highly controversial subject with respect to the resolution of disputes arising out of the employment relationship. Although arbitration has been a mainstay of traditional "labor relations" for decades, it has been the subject of many court decisions (and proposed legislation) since it has been used as a means to resolve "employment" and other contractual relationships between parties. The use of arbitration increased because of the delays inherent in the judicial process, the desire for a quicker resolution of the dispute, the almost standard use of the appellate process, and to avoid the unpredictability of jury decisions. This article will review recent court decisions affecting the practical use of the arbitration process, the right of a court to review the substantive decisions of arbitrators, the supremacy of arbitration agreements over judicial and administrative proceedings, and pending legislation.

The *Hall Street* Decision

Earlier this year, the United States Supreme Court was called upon to resolve the long running dispute in the federal courts as to the propriety of using the federal district courts as a mechanism to review the substantive decisions of arbitrators.

Under the Federal Arbitration Act (FAA) a federal district court is limited to the review of arbitration decisions for evidence that the decision was obtained by "corruption, fraud, or undue means" and other similar grounds. (9 U.S.C. Sec. 10(a)) This is substantially similar to the express grounds for setting aside an arbitration award under California law. (Code of Civil Procedure Sec. 1286.2, subd. (a))

Attorneys, who were unhappy with the limited review expressly provided by statute, drafted clauses whereby the parties agreed to allow the federal courts the right to review the substantive decision of the arbitrator. Clauses in a private agreement which provided for the submission of any contractual dispute to arbitration, but with a right of a review of the substantive issues by the federal court, were the subject of several conflicting decisions before the Ninth Circuit. In the cases of *LaPine Technology Corp. v. Kyocera Corp.* (9th Cir. 1997) 130 F.3d 884 and *Kyocera Corp. v. Prudential-Bache* (9th Cir. 2003) 341 F.3d 987 the Ninth Circuit interpreted the FAA and the jurisdiction of the federal courts to review the substantive decisions of an arbitrator. In *LaPine,* the Ninth Circuit initially found that the federal court had the jurisdiction to review the substantive decisions in the arbitrator's awards, if the parties had so agreed. However, after further consideration, the Ninth Circuit, en banc, changed its opinion and concluded that federal law did not allow the federal courts to review the substantive decisions of arbitrators under the FAA. In contrast, several other circuits, including the First Circuit in the case of *Puerto Rico Telephone Co., Inc. v. U.S. Phone Mfg. Corp.* (1st Cir. 2005) 427 F.3d 21, held that the federal courts did have the right to review the substantive decisions of an arbitrator, provided that the parties so agreed. This disagreement set the stage for United States Supreme Court review.

In *Hall Street Associates v. Mattel, Inc.* (2008) 170 L.Ed.2d 254 the issue was resolved when the Court concluded that 9 U.S.C. Sec. 10(a) granted the federal courts jurisdiction only to set aside an arbitration award if

it was procured by corruption, fraud or undue means.

The Court concluded that private parties had no right under the FAA to confer jurisdiction on the federal courts to review the substantive issues decided by an arbitrator. Notwithstanding the policy argument that allowing the expanded review of arbitrator's decisions was consistent with the FAA's goal of ensuring the enforcement of arbitration agreements, the Court concluded that the provisions of the FAA were inconsistent with allowing expanded judicial review. The Court found that there is a "national policy favoring arbitration with just the limited review needed to maintain arbitration's essential virtue of resolving disputes straightaway." The Court stated that a reading of the FAA to allow expanded judicial review would allow arbitration to be "merely a prelude to a more cumbersome and time-consuming judicial review process . . . and bring arbitration theory to grief in post-arbitration process."

The *DIRECTV* Decision

After the *Hall Street* decision, the California Supreme Court was also required to address the same issue, but pursuant to California law. In *Cable Connection, Inc. v. DIRECTV, Inc.* (2008) 44 Cal4th 1334 the California Supreme Court noted that in the *Hall Street* case the United States Supreme Court acknowledged that federal law does not preclude a "more searching review . . . . [under] state statutory or common law."

In light of this guidance, the California Supreme Court noted that under Code of Civil Procedure (CCP) Section 1286.2, subd. (a)(4) an arbitration award is subject to review in California courts if the "arbitrators exceeded their powers." In the *DIRECTV* case, the Court found that the parties had expressly limited the power of the arbitrator. Cable Connection and *DIRECTV* agreed that "[t]he arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error." Based on the statutory authority in the CCP, together with the express contractual agreement of the parties, the Court concluded that in such circumstances the courts of the State of California have the authority to review an arbitration decision for errors of law or legal reasoning.

However, the California Supreme Court agreed with the *Hall Street* decision in so far as the right of a court to review the substantive decisions of the arbitrator under the applicable statute, i.e. neither court can review the substantive decisions of the arbitrator, except to determine if the arbitration award was procured by corruption, fraud or undue means.

In California, as under the FAA, the parties to an arbitration agreement which does not specify anything about review of the award are entitled to only a review limited to whether the arbitrator's decision "was procured by corruption, fraud or other undue means" or "exceeded their powers . . . ." CCP Section 1286.2. Thus, for the most part, currently effective arbitration agreements are subject only to a very limited review by a court since few have any specific provision allowing a court to review the legal substantive decision. After the decision in *DIRECTV*, parties may add a provision to their arbitration agreement that allows for California court review, and it will be enforceable.

In addition to providing for a review of the legal substantive issues, there would seem to be no reason that after *DIRECTV* the parties could not also provide that a court could review the factual findings of the arbitrator. However in order to accomplish such a review it would be necessary for there to be some agreed record of the testimony, or a court reporters transcript.

The addition of all these "court" procedures raises serious questions as to the efficiency and efficacy of the entire arbitration procedure. Certainly it would have to be reevaluated in light of the goals of the parties. It has been reported that some parties, e.g. the American Institute of Architects, have already decided that arbitration has become too costly and cumbersome to continue to use. Although the AIA has deleted the use of arbitration from their agreements, it has required the use of mediation as a precondition to litigation.

The *Preston v. Ferrer* Decision

Alex Ferrer appears on television as Judge Alex. Preston, his entertainment industry attorney, had a personal management contract with Ferrer which required the parties to arbitrate any dispute relating to its terms pursuant to the rules of the American Arbitration Association. This case arose when Preston sought payment for services he rendered under his personal management contract with Ferrer.

When Preston commenced the arbitration process, Ferrer filed a complaint with the California Labor Commissioner contending that Preston had acted as a talent agent without the required license under the Talent Agencies Act (TAA) and therefore the personal management contract was void and unenforceable. The TAA purports to vest exclusive jurisdiction in the Labor Commissioner over the determination of whether an individual who works under a personal management contract has as one of his functions the procurement of employment for the artist. If the individual procured employment for the artist then the Labor Commission has jurisdiction, the individual is subject to the licensing procedures under the TAA and, if the person is not licensed, the contract in its entirety, including activities that are not subject to the TAA, are void ab initio.

After the Labor Commissioner denied Ferrer's motion to stay the arbitration pending the Labor Commissioners decision, Ferrer appealed and the California Court of Appeal held that the Labor Commissioner had exclusive jurisdiction under the TAA and remanded the matter to the Labor Commissioner for its decision. The court also held that the arbitration could not proceed until after the Labor Commission issued its decision. The California Supreme Court denied review of the decision. The United States Supreme Court reviews the issues in *Preston v. Ferrer* (2008) 169 L.Ed. 917.

Commencing its review of the case, the Supreme Court noted the national policy favoring arbitration and that its recent decision in *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440 (2006) held that challenges to the validity of a contract requiring arbitration should "be considered by an arbitrator, not a court." The Court noted that the issue before it was who decides if Preston acted as a personal manager or a talent agent, the Labor Commissioner or the arbitrator. The holding of the Court was succinctly stated by Justice Ginsberg: ". . .when parties agree to arbitrate all questions arising under a contract, state law lodging primary jurisdiction in another forum, whether judicial or administrative, are superseded by the FAA."

This decision reemphasizes the supremacy of an arbitration clause over state judicial and administrative proceedings. The use of arbitration clauses in entertainment industry contracts has the power of lodging the decision making process in an arbitrator chosen by the parties as opposed to the State Labor Commissioner. The use of a validly adopted arbitration clause has the effect of preempting not only the courts but also administrative agencies with respect to the substance of the arbitration.

The Arbitration Fairness Act of 2007 (H.R. 3010, S. 1782)

This Act was introduced in both houses of Congress last year and is progressing through Congress. In July of 2008, it was reported favorably to the full House Judiciary Committee. The euphemistically named Act would invalidate arbitration agreements in employment, consumer and franchise contracts at the commencement of the contractual relationship. Section 4 of these Acts provide: "No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of (1) an employment, consumer or franchise dispute; or (2) a dispute arising under any statute intended to protect civil rights or to regulate contracts or transaction between parties of unequal bargaining power." There are no standards or guidelines to determine whether parties have "unequal bargaining power." Under this legislation the parties could agree to use arbitration only after a dispute arises. The Act would amend the FAA and as a result could have the effect of overruling several United States

Supreme Court decisions, including the *Buckeye* and *Preston* cases discussed above. The possibility of the adoption of this legislation under a Democratically controlled Congress and Presidency is very high.

Conclusion

The foregoing cases show that arbitration has been given a respective place in the administration of justice in California and the United States. Despite court limitations on the ground rules for the adoption of legally enforceable arbitration agreements, arbitration is alive and well, at the present time. However, the possibility of judicial review of substantive, and factual, decisions of arbitrators could substantially affect the practical usefulness of arbitration. In addition, although the Unites States and California Supreme Courts have crafted decisions recognizing the practical need for arbitration to play a role in the administration of justice, it appears that the United States Congress may significantly modify those rules in the near future.

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MCLE Test No. 6

This self-study activity has been approved for Minimum Continuing Legal Education (MCLE) credit by the San Fernando Valley Bar Association (SFVBA) in the amount of 1 hour. SFVBA certifies that this activity conforms to the standards for approved education activities prescribed by the rules and regulations of the State Bar of California governing minimum continuing legal education.

1. An arbitration decision under the Federal Arbitration Act can be vacated because it was obtained by "corruption, fraud, or undue means."
True
False

2. In *LaPine Technology Corp. v. Kyocera Corp.* the Ninth Circuit held that the parties could agree that an arbitration decision could be reviewed by the District Court.
True
False

3. In *Kyocera Corp. v. Prudential-Bache*, in an en banc decision, the Ninth Circuit concluded that the Federal Arbitration Act did not allow the federal courts to review arbitration decisions except upon the statutory grounds of "corruption, fraud, or undue means."
True
False

4. Several Circuits, other then the Ninth Circuit, held that the federal courts could review the substantive decisions of arbitrators, provided that they parties had so agreed.
True
False

5. The *Puerto Rico Telephone* decision from the First Circuit held that the parties could not invest the federal court with jurisdiction to review the substantive decisions of arbitrators.
True
False

6. California Civil Procedure Section 1286 et seq. provides the statutory grounds for reviewing an arbitration award under California law.
True
False

7. California Civil Procedure Section 1286 et seq. provides the exclusive grounds for the review of an arbitration award under California law.
True
False

8. In *Hall Street Associates v. Mattel, Inc.*, the United States Supreme Court reversed the Ninth Circuit decision.
True
False

9. In *Hall Street Associates v. Mattel, Inc.*, the United States Supreme Court held that the grounds for review of an arbitration decision were exclusively set forth in the Federal Arbitration Act.
True
False

10. In *Hall Street Associates v. Mattel, Inc.*, the Court allowed the parties to an arbitration agreement to agree that substantive decisions by the arbitrator could be reviewed in federal court.
True
False

11. In *Hall Street Associates v. Mattel, Inc.*, the Court concluded that there was a national policy favoring arbitration with limited review in order that disputes could be decided quickly.
True
False

12. In *Hall Street Associates v. Mattel, Inc.*, the Court concluded that allowing court review of arbitration decisions outside of the grounds of the FAA would impose a cumbersome and time-consuming review process on arbitration.
True
False

13. The California Supreme Court in the *DIRECTV* case followed the decision in the *Hall Street* case.
True
False

14. The California Supreme Court in the *DIRECTV* case concluded that it could provide a more searching review of arbitration decisions than allowed under the FAA.
True
False

15. The California Supreme Court in *DIRECTV* held that California Courts have the authority to review an arbitration decision for errors of law or legal reasoning under CCP 1286 et seq.
True
False

16. The California Supreme Court held in *DIRECTV* that California Courts have the authority to review an arbitration decision for errors of law or legal reasoning if the parties grant the arbitrator the power to do so.
True
False

17. The Talent Agencies Act prohibits an individual from procurement of employment for an artist unless the individual is licensed under the TAA.
True
False

18. The California Labor Commissioner has the exclusive jurisdiction to determine if an individual is subject to the TAA.
True
False

19. The U.S. Supreme Court decided in *Preston v. Ferrer* that a contract between an artist and his agent which provides for arbitration of all disputes, must be decided by the arbitrator and that the California Labor Commissioner does not have exclusive jurisdiction.
True
False

20. The Arbitration Fairness Act of 2007 would prohibit the use of mandatory arbitration agreements between an employer and its employees.
True
False

MCLE Answer Sheet No. 6

INSTRUCTIONS:
1. **Accurately complete this form.**
2. **Study the MCLE article in this issue.**
3. **Answer the test questions by marking the appropriate boxes below.**
4. **Mail this form and the $15 testing fee for SFVBA members (or $25 for non-SFVBA members) to:**
   San Fernando Valley Bar Association
   21250 Califa Street, Suite 113
   Woodland Hills, CA 91367

METHOD OF PAYMENT:
❒ Check or money order payable to "SFVBA"
❒ Please charge my credit card for $_____.

_____
Credit Card Number Exp. Date

_____
Authorized Signature

5. **Make a copy of this completed form for your records.**
6. **Correct answers and a CLE certificate will be mailed to you within 2 weeks. If you have any questions, please contact our office at (818) 227-0490, ext. 105.**

Name_____
Law Firm/Organization_____
_____
Address_____
City_____
State/Zip_____
Email_____
Phone_____
State Bar No._____

ANSWERS:
Mark your answers by checking the appropriate box. Each question only has one answer.

1.	❒ **True**	❒ **False**
2.	❒ **True**	❒ **False**
3.	❒ **True**	❒ **False**
4.	❒ **True**	❒ **False**
5.	❒ **True**	❒ **False**
6.	❒ **True**	❒ **False**
7.	❒ **True**	❒ **False**
8.	❒ **True**	❒ **False**
9.	❒ **True**	❒ **False**
10.	❒ **True**	❒ **False**
11.	❒ **True**	❒ **False**
12.	❒ **True**	❒ **False**
13.	❒ **True**	❒ **False**
14.	❒ **True**	❒ **False**
15.	❒ **True**	❒ **False**
16.	❒ **True**	❒ **False**
17.	❒ **True**	❒ **False**
18.	❒ **True**	❒ **False**
19.	❒ **True**	❒ **False**
20.	❒ **True**	❒ **False**

The Advantages of Hiring Your Nanny Legally

. . . and the Consequences of Paying "Under the Table"

By Robert E. King

BUSY ATTORNEYS OFTEN juggle work and family. To help care for their children, they often hire a nanny. Some have heard that it costs much more to hire legally. So they think to themselves, "Hey, let's face it, I'm not planning on being Attorney General any time soon." They think it is safe to hire someone under the table. Think again.

The decision to hire someone "under the table" – although it may seem easier and cheaper – ultimately is penny-wise and pound-foolish. If (and most likely, when) they get caught, they will have committed federal tax fraud and endangered their ability to practice law. Even if they do not get caught, they will be missing out on legal and tax advantages that would have applied if they were paying legally.

Admittedly, hiring a nanny legally can be daunting. There are many legal, tax and insurance questions that can make employing a nanny, elder care provider or any household worker seem like an onerous task. On closer examination, however, hiring a nanny or other household employee can be a straightforward process that benefits both the employer and employee.

Nannies as Employees

Can't the employer just call the nanny an independent contractor and make life a lot easier? In most cases, the answer is no.

The question of whether a nanny is an employee or an independent contractor is one that can sometimes have gray areas, but in almost all cases under both federal and California law, nannies are employees.

There are several criteria used to determine a nanny's employment status:

- **Economic Reality Test** – Is this the nanny's only job? Even if it's not, does she rely on this specific job for a considerable amount of her income? Is her financial livelihood entirely or largely dependent on this job? If the answer is yes to any of these questions, then she is almost certainly an employee.
- **Amount of Control** – Another factor for whether a person is an employee centers on the issue of control. If the family exercises control over how the person does his or her job in the family's home – and in almost every case the family would exercise such control over how the nanny interacts with their child – then the family likely has an employee, not an independent contractor.
- **Regular and Substantial Hours** – The more regularly a nanny works for a family – both in terms of schedule and frequency – the stronger the case that she is an employee. It is when her hours are minimal and/or fluctuate (i.e. some weeks she may work a few hours, while during other weeks she may not work at all based on her own schedule) that she might be considered an independent contractor.

The important thing to remember is that it is the law that determines who is and who is not an employee. How the nanny refers to herself, how the family defines her status in an employment contract, or whether she is paid hourly or is salaried do not solely determine her employee status.

Although there can be limited exceptions to the employee definition for certain family members or if the family takes their child to another person's home for care, the general rule is that if the family provides a substantial portion or all of the nanny's income and controls how she performs her duties in the family's home, she is an employee and the family is required to pay employment taxes for her work. These tests also can apply to other household employees such as elder care providers and personal chefs.

Getting Caught

There are many ways – such as a nanny filing for unemployment, social security or workers compensation benefits – that even an amicable parting between a family and a nanny could result in an investigation for unpaid taxes. These are just the unintentional examples not including the disgruntled nanny who quits and turns the family in herself – or worse yet, tries to blackmail the family. Or perhaps the IRS decides to conduct an audit and notices the same amount of money flowing out of the family's bank account every two weeks and gets suspicious.

Under any of these scenarios, the result is the same: The employer gets caught and faces considerable consequences.

The Consequences

Employers must report household employment taxes on their personal federal tax return. Failure to pay the appropriate taxes constitutes federal tax fraud. At a minimum the consequences include payment of all back taxes, penalties and interest, and can include federal charges of perjury and tax evasion; fines of up to $250,000; imprisonment for up to five years; and a criminal record for the rest of your life. There is no statute of limitations for failure to report and pay federal employment taxes.

The professional consequences are equally severe. For example, Business & Professions Code §6068(o)(4) requires that if an attorney is charged with a felony such as tax fraud, the attorney must report the charge to the State Bar, potentially jeopardizing his or her ability to practice and earn a living.

Additionally, if the attorney is even considering becoming a judge or holding elected or appointed office, having a "Nannygate" story break about

him or her, just as it did with Bernie Kerik, Zoe Baird, Kimba Wood, or Linda Chavez, can ruin one's reputation and career.

Regardless of one's interest in higher office, attorneys trade on their reputations for integrity. Being labeled a "tax cheat" is not good for anyone's business.

Advantages of Hiring Legally

Happily, there are a number of advantages to hiring a nanny legally. For example, families may be able to save taxes by putting up to $5,000 pre-tax per family per year into a Dependent Care Account ("DCA") to help pay for a nanny. Alternatively, the family may be eligible to claim the federal Child and Dependent Care Tax Credit for a minimum tax credit of 20% for the first $3,000 in qualifying expenses for each of their first two children per year.

The Bottom Line

Perhaps the most common fallacy about employing a nanny legally is that it will greatly increase expenses. A review of the additional costs, especially in light of the significant potential tax savings, reveals this contention to be inaccurate.

Social security, medicare, and state and federal unemployment taxes add approximately 9% of a nanny's salary to the typical household employer's costs. However, by maximizing the tax advantages, the true "burden" of hiring a nanny can be substantially less. The bottom line cost of hiring someone legally is approximately 4% more, a small price to pay for the peace of mind that comes along with hiring your nanny legally. Attorneys should not underestimate how worrying about getting caught and the consequences of hiring illegally can take a toll on them personally and professionally. Remember, paying employment taxes is not an option, it is the law!

Robert E. King *is the Founder of Legally Nanny, a law firm representing household employers and domestic employment and homecare agencies. He can be reached at (714) 336-8864 or info@legallynanny.com.*

Work to Change the World

TAMIKO B. HERRON, ESQ.
SCVBA Outgoing President

THIS YEAR, THE SANTA Clarita Valley Bar Association might not have brought all the change the world needs, but they worked hard and did their part.

It was just a fleeting year ago that one of the association's primary goals was to elevate the legal profession in the eyes of the community. Through the dedication of a hard-working board and an enthusiastic membership, the goal was achieved.

The SCVBA members mixed it up at El Torito, picked their favorite horse at Hollywood Park and supported the local Theater Guild at an outstanding performance of "My Fair Lady."

As an Association, SCVBA continued to offer monthly programs to its members to receive mandatory continuing legal education credits that included: A Primer on Toxic Mold Liability; New E-Discovery Requirements & Finding and Preserving Electronic Evidence; and Foreclosures, to name just a few. These events did not just happen. They were carefully planned and executed at the hand of Caryn Sanders, the chairperson of the SCVBA programs committee. "Thank you, Caryn, for your creativity, planning, and hard work, the fruits of which we all enjoyed," says Herron.

> *"Few will have the greatness to bend history itself; but each of us can work to change a small portion of events, and in the total of all those acts will be written in the history of this generation."* ~ **Robert F. Kennedy**

These events began the year with a bang and started the bonding process that forged and infused the membership. Members were united in the commitment to enlightening and improving the Santa Clarita Valley community. Starting with educating the youth of the Santa Clarita Valley, the SCVBA sponsored an event at West Ranch High School entitled "What you need to know when you turn 18." It consisted of a panel discussion on everything from basic contract law, landlord-tenant law, lemon laws, and car purchases, to what to do if you are stopped by the police. The teens were very responsive, and the SCVBA hopes to expand this program to all local high schools.

While the networking opportunities are appreciated and convenience that a small local bar association offers, the SCVBA continues to enjoy and expand networking opportunities by strengthening affiliations with the San Fernando Valley and Los Angeles County Bar Associations.

Members of the SCVBA participated with the San Fernando Valley Bar Association in their efforts to feed the homeless, educate elementary school students on the justice system, and by serving on the Bench-Bar Ccommittee to work with the judges to improve the justice system.

A favorite event of the year was the 4th Annual Law Day event, held at the Hyatt Hotel in Valencia. We honored local heroes in our community, Edward Cole, David Dunkel, Dale Gerstel and Lisa Hernacki; in addition to members of law enforcement and the fire department who risked their lives giving aid to others. What a terrific opportunity to say, "Thank You."

The SCVBA was delighted to applaud these selfless and brave individuals: Supervisor Michael Antonovich, Assemblyman Cameron Smyth, Mayor Bob Kellar, Sheriff Lee Baca, Deputy Fire Chief John Tripp and Captain Mark Odle of the California Highway Patrol.

All of this is just a beginning for the SCVBA! The Installation of Officers was held on November 20 at The Tournament Player's Club in Valencia. The evening featured wine tasting and live entertainment.

As the outgoing SCVBA President, Herron would like to thank and honor those outgoing board members who have made significant contributions to the association: Rand Pinsky, William Lively and Steven Holzer. The SCVBA is a growing, educating, and motivating force, due in large measure because of those individuals' service to the community.

"This was an amazing year for me. I saw people working together for a common goal. People from different backgrounds, busy with their own careers and families, bonded together by a common thread, a love for the law and their neighbors. These men and women saw the opportunity to change lives in their community. They saw what had to be done and went the extra mile to make it happen. It has been an honor and a privilege to be associated and serve with such a wonderful group of professionals," says Herron.

The SCVBA looks forward to the upcoming year as the association continues to faithfully and diligently serve its members and the citizens of the Santa Clarita Valley.

"How wonderful it is that nobody need wait a single moment before starting to improve the world." ~ *Anne Frank*

Valley Community Legal Foundation

The Role of Business in Charity

STEPHEN T. HOLZER
VCLF President

ONE OF THE ESSENTIAL SUPPORT COMPONENTS of successful charity is the business community. This support was evident at the Foundation's last Gala in June.

Many businesses supported the Foundation's successful Gala effort and will participate in the next Gala effort. From time to time, these businesses will be highlighted in this column, starting with the BevMo store located at 6520 Canoga Avenue in Canoga Park. This store donated 20 cases of wine, valued at $2,000, for the Gala. This money went to the bottom line of net Gala income. The Foundation is both pleased and grateful to BevMo for its generous donation.

On other subjects, the Van Nuys Children's Waiting Room is up and running. On November 20, the Courts hosted an official grand opening ceremony. This is a major accomplishment for the community. Now, parents have a safe and secure place at the Courthouse to leave their children while attending to legal business.

As a reminder, the Foundation's next Gala will be held on May 16, 2009 – again at CBS Studios in Studio City. This time, for a change of pace, the event will be held on the *My Three Sons* (rather then the Seinfeld) lot. Along with BevMo, CBS Studios is another business that has been of tremendous help to the work of the Foundation.

The Foundation's Board does not meet during December, but Board members are encouraged to attend the Bar's annual Holiday Party during the month. "I plan to be there, as do many of our Board Members. I hope you will drop by to say hello."

Best Wishes for a Most Happy Holiday Season!

Classifieds

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EXPERT

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SPACE AVAILABLE

VENTURA COUNTY – OXNARD

Office space available – Make the move into Ventura County – Prime space in Morgan Stanley "Tower" – 11th Floor. Multiple offices – Short or long term, full amenities available. Contact DK at (805) 988-4848.

WESTLAKE VILLAGE

Law offices for sublease. Individual attorney offices, secretarial bays available in our Westlake Village real estate law firm. Conference rooms, reception included. Phone, copy, fax avail. Contact (818) 865-2200 or jay@rockeywahl.com.

Brand new upscale executive office suites, 140-230 sqft. Friendly receptionists, high-speed T1 Internet, elegant, private conference room with 60" Plasma, copier/scanner, and kitchen/Breakroom. Call (805) 431-9607. Susan@GOWCA.com.

WOODLAND HILLS

Share office space at 20700 Ventura Blvd., Ste. 220. $1,000/mo. Window offices available. Secretarial bay. Available immediately.
Call (818) 992-6588.

Corner window office 18'x18' with adjoining 14'x14' secretarial area and one 11'x14' window office available in terrific penthouse suite on Ventura Blvd. Great views. Receptionist, library, kitchen and conference rooms. Call Jim (818) 716-7200 x. 141.

Beautiful view office overlooking Warner Center. Available now. $1250 includes parking, library and fully furnished office. Month to month okay. Call Diana (818) 348-5340.

As of November 1, 2008, Attorneys/CPA are offering large corner window office for rent (sublease) plus reception space in prime Woodland Hills area on Ventura Boulevard to attorney whose practice includes business/employment/landlord/civil litigation. Attorney must be an experienced litigator and willing to take on referral business from existing attorneys in the office. Office includes reliable fast T1 internet line access, shared extensive legal research liability, "A" building, photocopier with email scanner, easy parking for clients, easy freeway access, well kept grounds and building, other amenities. mikeesq@michaelddaniels.com. Or call (818) 227-5648.

SUPPORT SERVICES

NOTARY OF THE VALLEY

Traveling Notary Public. 24 hours-7 Days. Attorneys' Office • Clients' Office • Homes Hospitals • Jails. David Kaplan (818) 902-3853 SFVBA Assoc. Mbr. www.notaryofthevalley.com.

HELP WANTED

LEGAL SECRETARY

Wanted: Part time experienced legal secretary, with excellent client, technology and organizational skills, for solo litigation and mediation attorney. Please call Sean Judge (818) 610-8799.

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Calendar

Family Law Section

An Evening with Israeli Family Court Judge Paul Stark

DECEMBER 1
5:30 P.M.
SPORTSMEN'S LODGE
STUDIO CITY

This special event will feature a discussion with noted Israeli Family Court Judge Paul Stark. What are the contrasts and similarities between the two court systems? Members of LACBA Family Law Section and alumni of Southwestern Law School are also expected to be on hand for this lively and entertaining discussion.

MEMBERS	NON-MEMBERS
$55 prepaid	$65 prepaid
$65 at the door	$75 at the door
1.5 MCLE HOURS	

Santa Clarita Valley Bar Association

Filming in the Santa Clarita Valley – The True Behind-the-Scenes Story

DECEMBER 18
12:00 NOON
TOURNAMENT PLAYERS CLUB
VALENCIA

Learn the legal and business reasons why production companies choose to shoot in the Santa Clarita Valley. Hear Jessica Freude from the Santa Clarita Valley Film Office, Mike Delorenzo from Santa Clarita Studios and others talk about what brings productions here and the effects on our valley and the productions.

MEMBERS	NON-MEMBERS
$30 prepaid	$40 at the door
$40 at the door	
1 MCLE HOUR	

Probate & Estate Planning Section

Elder Abuse Panel

DECEMBER 9
12:00 NOON
MONTEREY AT ENCINO RESTAURANT
(GROUND LEVEL CAFÉ FOR THIS MEETING ONLY)
ENCINO

A distinguished panel of elder abuse experts, including Detective Lily Franklin of the LAPD Fiduciary Abuse Unit, will discuss this important topic and the relevancy for attorneys and clients.

MEMBERS	NON-MEMBERS
$35 prepaid	$45 prepaid
$45 at the door	$55 at the door
1 MCLE HOUR	

Business Law, Real Property & Bankruptcy Section
Women Lawyers Section
Litigation Section

A Night at the Movies

DECEMBER 10
6:00 P.M.
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Back by popular demand, attorney/mediator Myer Sankary will once again highlight via film clips bias in the courtroom. Join us for this entertaining discussion. Hot dogs and popcorn will be served!

MEMBERS	NON-MEMBERS
$35 prepaid	$45 prepaid
$45 at the door	$55 at the door
1 MCLE HOUR ELIMINATION OF BIAS	

Save The Dates!

SAN FERNANDO VALLEY BAR
Association

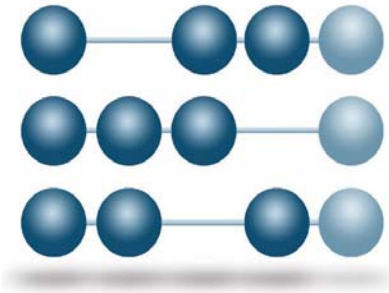
12th Annual MCLE Marathon

Friday, January 16
and
Saturday, January 17

Pierce College
6201 Winnetka Avenue
Woodland Hills

Earn 12.5 MCLE Hours
Including All Specialized Areas
(4 Hours Legal Ethics, 1 Hour Prevention of Substance Abuse and 1 Hour Elimination of Bias)

The San Fernando Valley Bar Association is a State Bar of California MCLE approved provider. To register for an event listed on this page, please contact Linda at (818) 227-0490, ext. 105 or events@sfvba.org.



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