

VALLEY LAWYER

SEPTEMBER 2008 • \$4

A Publication of the San Fernando Valley Bar Association

Installation of SFVBA Officers

Los Angeles Superior
Court-Connected
Civil Mediations

Sticky Settlement Agreements

Earn MCLE Credit

PRSRT STD
US Postage Paid
Canoga Park, CA
Permit No. 348

The Power You Need The Personal Attention You Deserve



Lewitt Hackman is a full-service business, real estate and civil litigation law firm. As one of the premier law firms in the San Fernando Valley, we are a powerful and forceful advocate for multinational corporations, privately held and family businesses, start-up companies, and individuals. At the same time, we are personal enough to offer individual and detailed attention to each and every client, no matter what their size.

Protecting Your Business.

Protecting Your Life.



LEWITT HACKMAN

LEWITT, HACKMAN, SHAPIRO, MARSHALL & HARLAN
A LAW CORPORATION

16633 Ventura Boulevard, 11th Floor ■ Encino, California 91436-1865
(818) 990-2120 ■ Fax: (818) 981-4764 ■ www.lewithackman.com

BUSINESS PRACTICE AREAS

(Transactions & Litigation)

- Corporations/Partnerships/LLCs
- Commercial Finance
- Employment
- Environment
- Equipment Leasing
- Franchising
- Health Care
- Intellectual Property, Licensing & Technology
- Land Use/Development
- Mergers/Acquisitions
- Real Estate Finance/Leasing/Sales/Acquisitions
- Tax Planning

CONSUMER PRACTICE AREAS

- Family Law
- Personal Injury/Products Liability
- Tax and Estate Planning
- Probate Litigation/Will Contests

VALLEY LAWYER

A Publication of the San Fernando Valley Bar Association

VALLEY LAWYER

SAN FERNANDO VALLEY BAR ASSOCIATION

21250 Califa Street, Suite 113
Woodland Hills, CA 91367
Phone (818) 227-0490
Fax (818) 227-0499
www.sfvba.org

EDITOR

Angela M. Hutchinson

BOARD OF TRUSTEES

PresidentSue Bendavid
President-ElectTamila Jensen
SecretaryRobert Flagg
TreasurerSeymour I. Amster
Past PresidentPatricia McCabe
Executive DirectorElizabeth Post

TRUSTEES

Chancela Al-MansourLeonard J. Comden
Matt CrowleyRonald Gold
Adam D.H. GrantDavid Gurnick
Wendy HartmannTamiko Herron
Steven G. MehtaEverett Meiners
Sanford L. MichelmanVahid Naziri
Caryn Brotzman SandersJan Frankel Schau
Alan J. Sedley

STAFF

Director of Public ServicesRosita Soto
Referral CoordinatorGayle Linde
Referral CoordinatorLucia Senda
Referral CoordinatorAileen Jimenez
Director of Education & EventsLinda Temkin
Communications ManagerAngela M. Hutchinson
Member Services CoordinatorJennifer Jimenez

SECTION CHAIRS

ADRAlan Saler
.....Lyle Greenberg
Business LawSteven R. Fox
Criminal LawSeymour Amster
.....Louisa Pensanti
Family LawRhonda Rauch Miller
.....Ellen Friedman Tinero
Intellectual Property,
Entertainment & Internet LawMishawn Nolan
.....John Stephens
LitigationDavid Gurnick
New LawyersVahid Naziri
Probate & Estate PlanningWendy Hartmann
.....David Coleman
Small Firm & Sole PractitionerLisa Lerner Miller
Women LawyersRoxanna B. Kaz
Workers' CompWilliam Kropach

Valley Lawyer is published 11 times a year. Articles, announcements, and advertisements are due by the first day of the month prior to the publication date. The articles in Valley Lawyer are written for general interest and are not meant to be relied upon as a substitute for independent research and independent verification of accuracy.

Layout, Pre-press & Printing
Master Graphics Printing (818) 343-0500

© 2008 San Fernando Valley Bar Association

FEATURES

- 16 Installation of SFVBA Officers **BY ANGELA M. HUTCHINSON**
- 18 Los Angeles Superior Court-Connected Civil Mediations **BY DAVID I. KARP**
- 20 Sticky Settlement Agreements **BY STEVEN G. MEHTA**
PLUS: Earn MCLE Credit. MCLE Test No. 3 on page 23.

DEPARTMENTS

- 5 President's Message
A Year in Review
BY SUE BENDAVID
- 6 From the Editor
Updating SFVBA Members after Summer Vacation
BY ANGELA M. HUTCHINSON
- 9 Public Service
Celebrating 60 Years
BY ROSIE SOTO
- 10 Announcements
- 12 Court News
- 14 Member Benefits
Fastcase Search Tips: Batch Printing
- 17 Above the Law
Prince Charming
Litigation Cartoon Illustration
BY MARC R. JACOBS
- 19 Columbus Day Golf Tournament
After 25 Years, It's Back!
BY LINDA TEMKIN
- 25 New Members
- 26 SFVBA Staff Profile
BY JENNIFER JIMENEZ
- 27 Valley Community Legal Foundation
New Opportunities in the 2008-2009 Fiscal Year
BY STEPHEN T. HOLZER
- 28 Classifieds
- 30 Event Calendar
SFVBA 2008 Installation Gala
PLUS: More SFVBA Events



On the Cover: 2008-2009 Executive Committee. (Left to Right) Robert Flagg, Seymour Amster, Alan Sedley, Tamila Jensen and Sue Bendavid. Photograph by Paul Lester.

16



18



20



Productivity breakthrough: Westlaw Legal Calendaring

Westlaw® Legal Calendaring automatically calculates your litigation deadlines based on the applicable federal, state and local court rules – then adds the information directly to your Microsoft® Outlook® calendar. As dates change, you can recalculate accordingly – and repopulate your calendar with the updates. Know with confidence you'll

never miss key dates again – no matter how often they change. Even link directly to the relevant court rule governing any of the events on your calendar. Westlaw Legal Calendaring: a powerful tool for managing your cases, your time and your priorities. For more information, call our Reference Attorneys at **1-800-733-2889 (REF-ATTY)**.

© 2007 West, a Thomson business L-335433/11-07

Better results faster.



A Year in Review



SUE BENDAUID
SFVBA President

THIS IS MY LAST PRESIDENT'S Message. As I sit back and review this past year, I am in awe over how much our Bar Association accomplished and how busy it has been over the past 12 months. Our Committees and Sections have been extremely active. Our Membership & Marketing Committee planned several well-attended networking events, from the softball game at the Van Nuys-Sherman Oaks Park, to the cocktail party at Gordon Biersch in Burbank.

Our Diversity Committee reached out to elementary schools and put on Law Day plays for *hundreds* of children, who enjoyed watching us pretend to be Snow White and the Wicked Queen. Our Diversity Committee also created the new Law & Government Explorer Post for high school students interested in legal careers. The Bar's Committees continue to plan future events we can all look forward to attending.

The Bar's Section meetings have also been very successful. The Sections attracted hundreds of attendees at monthly MCLE events. We received nothing but positive feedback about speakers and the events in general. We also received positive feedback about our new on-line library and the Fee Arbitration program, which is growing.

Many of us fondly remember Judges' Night and the Foundation's Gala which were not only fun, but also helped members foster closer relations with members of the Bench, as well as support charitable causes through fundraising efforts. We also continued our Bench-Bar activities by having monthly meetings and are partnering with Bench officers to improve jury service and to do what we can to alleviate symptoms caused by the Court's financial crisis.

Thankfully, we have many events to look forward to in the coming months. Our Golf Tournament is scheduled to

take place October 13, 2008 at Braemar Country Club. And, our Membership & Marketing Committee has planned even more networking events with business professionals. So stay tuned!

The list of our Bar's accomplishments goes on and includes our Attorney Referral Service, the Conference of Delegates, our public service activities like the Senior Centers, and our partnership with the Foundation, headed up this year by Marcia Kraft.

I'm grateful I was given the opportunity to take part in these activities and that I can continue to participate. I'm also appreciative of the hard work from Bar leaders, committee chairs and staff members who helped make all this possible.

Please accept this final note as a message of sincere gratitude to all of you, the members of our Bar Association, who not only support this organization, but also gave me the opportunity to serve as President this past year. Thank you. 🐾

BANKRUPTCY. DON'T LET YOUR CLIENT'S PROBLEM END UP BEING YOURS.

Looking for advice on a bankruptcy case? With over 25 years of experience, more than 1,000 referral sources and the ability to serve most Southern California areas, Andrew Goodman isn't just an expert - he's the solution.

The Law Offices of Andrew Goodman

200 North Westlake Boulevard, Suite 202 • Westlake Villages, California 91362
805-379-2010 • agoodman@andyglaw.com • www.agbankruptcylawyer.com

From the Editor

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



ANGELA M.
HUTCHINSON
Editor

Greetings members!

I truly hope you had a restful summer. Rest is something my husband Arthur and I were delightfully deprived of due to the arrival of our first child. At 12:54 p.m. on Tuesday, June 17, 2008 Alexander Paul Hutchinson was born at 8 pounds, 6 ounces and 21.5 inches long. Excited to join the SFVBA family, Baby Alexander sends a curious hello to you in the adjacent photo. As I embark on this journey of motherhood, I am reminded of the kind support extended to me from the SFVBA throughout my pregnancy...thank you again.

Also, I appreciate the positive and insightful feedback regarding the new *Valley Lawyer*. Please continue to send comments and article ideas. This month's

issue includes commentary on several legal topics with a focus on SFVBA's Year in Review, which includes the Installation of New Officers. On behalf of the Bar's staff, congrats is extended to the newly elected Board and sincere gratitude to the past leadership.

Although not quite a year for me, working for the San Fernando Valley Bar Association has been awesome. I have had the privilege to interact with great members, community leaders, consultants and co-workers. In addition to my duties as Editor of *Valley Lawyer*, I was also administering the Mandatory Fee Arbitration (MFA) program as the Programs Assistant for the Bar. Now that our new Member Services Coordinator has been assigned to oversee the MFA



Baby Alexander
10 lbs. at 2 weeks old

Elder Law & Nursing Home Abuse & Neglect

Law Offices of Steven Peck is seeking association or referrals for:

- 1) Nursing Home Abuse & Neglect (Dehydration, Bedsores, Falls, Death)
- 2) Financial Abuse (Real Estate, Theft, Undue Influence)
- 3) Trust & Probate Litigation (Will Contests, Trusts, Beneficiaries)
- 4) Catastrophic Injury (Brain, Spinal Cord, Aviation, Auto, etc.)

26 years experience

TOLL FREE 866.999.9085 LOCAL 818.908.0509

www.californiaeldercarelaw.com • www.premierlegal.org • info@premierlegal.org

WE PAY REFERRAL FEES PURSUANT TO THE RULES OF THE STATE BAR OF CALIFORNIA

SERVICES FOR BOTH SIMPLE AND COMPLICATED DISPUTE RESOLUTION



REAL ESTATE ARBITRATION/ MEDIATION

tel 818.790.1851 fax 818.790.7671
e-mail dave@mediationla.com
web site www.mediationala.com



David W. Dresnick, President • ARBITRATOR/MEDIATOR

program, I have been promoted to Communications Manager.

Recently, Liz and I met to discuss overall communication goals for the SFVBA. As you may recall, *Valley Lawyer* is just the beginning phase of our innovative efforts to enhance the value of SFVBA membership. In the coming months, you can expect to receive a monthly electronic newsletter, which will be titled *Bar Notes* in honor of our old newsletter.

As Editor of *Valley Lawyer* and Communications Manager for the SFVBA, I genuinely look forward to creating and collaborating on media-related projects that will not only help Bar members stay connected to one another, but also engage the Valley community. 📧

Have a productive month!

Angela M. Hutchinson

The San Fernando Valley Bar Association Presents

FREE COMPREHENSIVE FEDERAL & 50-STATE LEGAL RESEARCH

A \$995 value - free to all members of the SFVBA.

Join over 290,000 attorneys who have
Fastcase for their online legal research.
Log in today at sfvba.org.

(click on the Fastcase logo to log in)



Get free CLE credit just by attending our free training webinars! See our webinar announcements and more at <http://fastcase.blogspot.com/search/label/announcement> or call 866-77-FASTCASE (866-773-2782).

ADR SERVICES, INC.

Featured Neutrals



Hon.
James Albracht
(Ret.)



Hon.
Armand Arabian
(Ret.)



Hon.
David Horowitz
(Ret.)



Hon.
Robert London Thomas
(Ret.)



Hon.
Armand Schneider
(Ret.)



Eleanor Barr,
Esq.



Leonard Levy,
Esq.



Myer Sankary,
Esq.



Jan Frankel Schau,
Esq.

Conference Rooms



Lucie Barron, President
1900 Avenue of the Stars
Suite 250
Los Angeles, CA 90067



tel 310.201.0010
fax 310.201.0016
www.adrservices.org

IMMIGRATION LAW AND EMPLOYER SANCTIONS

Tasoff and Tasoff

Founded 1949

Certified Immigration
Law Specialist

California Board of
Legal Specialization

Former Immigration
Judge and
Law Professor

(818) 788-8900

16255 Ventura Boulevard, Suite 1000

Encino, California 91436-2302

Fax: (818) 788-5900

E-Mail mail@Tasoff.com

L.A. EXPRESS APPRAISALS

Patti Kraakevik:

Licensed General

Certified Appraiser

25+ years experience



Federal Estate Tax - Estate Tax Planning, including Gift Taxes
Single Family Residences - Apartment Buildings
Condos - Commercial/Industrial Buildings
Business Valuations - Discount Analysis

Located in the Encino Law Center

15915 Ventura Boulevard, Suite 303

Encino, California 91436

Tel: 818.343.7802 • 310.832.5211 Fax: 310.831.6954

CA Lic. # AG016568

Celebrating 60 Years



ROSIE SOTO
Director of
Public Services

IN 1948 THE SAN FERNANDO VALLEY BAR

Association's leadership established the Lawyer Reference Service, now known as the Attorney Referral Service. Sixty years later, as the fiscal year comes to a close, ARS members and staff demonstrate their commitment to serving the public and maintaining the ARS by their exemplary work that continues to expand the ARS and its success.

With 25 lawyer referral programs certified by the State Bar of California in Los Angeles County and Ventura County in 2008, and countless online and local companies attempting to operate referral programs, the ARS continues to shine. The ARS' focus is always to maintain the high regard the service enjoys from attorney members and the public.

The ARS' membership continues to grow remarkably. A slow and steady increase of members is normal for the ARS. What is most remarkable and keeps the ARS buzzing in the Valley is the increase of coverage, particularly in certain areas of the law, geographical locations and diversity of ARS members.

The ARS has always been committed to finding new ways to help serve the community and to improve the services already provided. Clients who have used the service are asked to take a few moments to complete a survey and comment on the services received from the ARS representative and the referred attorney. With a remarkable survey response of 25%, the ARS is able to monitor and maintain a high quality of service.

This fiscal year, the ARS sponsored some notable community outreach programs. The Valley Cultural Center Concerts in the Park sponsorship allowed ARS to promote its services to the greater San Fernando Valley at the Annual July Fourth Fireworks Extravaganza and Malo Concert. The SFVBA and ARS were well represented by its members and staff: Sharley Allen, Michael Cohen, Michael Harrison, John Laurie, Gayle Linde, Michele Morley, Mary Soto, and Jack Glantz, playing with the LA Pierce Symphonic Winds.

As a result of the Bar's newly adopted diversity statement, came another sponsorship opportunity. The ARS is the official sponsor of the Law and Government Explorer Post 1926. This program is underway with an inaugural group of youth who have interest in law and government. In cooperation with Learning for Life and Lewitt Hackman law firm, the SFVBA committee members are committed to provide the participating youth with the opportunity to explore the world of law and

government as a career choice by participating in law and government activities. Law and Government Explorer Post 1926 will be involved in a variety of programs and projects featuring training, skill development, leadership and service.

In addition to supporting diversity, the ARS continues to maintain programs such as the Senior Citizen Legal Program, Modest Means Program, Limited Scope Representation in Family Law, Legal Grind, the Bankruptcy Self-Help project, Speaker Bureau and Daily News "Ask the Lawyer" column.

"The San Fernando Valley Bar Association is a voluntary local bar association dedicated to creating a more inclusive legal profession by actively developing and participating in programs designed to improve diversity."

For information on these programs and how to get involved, contact Director of Public Service Rosie Soto, at referrals@sfvba.org or (818) 227-0490 ext. 104.



Great Rates¹ to Grow Your Savings

Open a CD account today with a minimum opening deposit of \$10,000² and enjoy exceptional rates of return on your deposits.

4.18%^{APY}
11-month CD

4.08%^{APY}
7-month CD



Van Nuys Branch
6440 Sepulveda Blvd., Van Nuys, CA 91411 Tel: 818-988-6668

www.ibankunited.com

Member FDIC

1. Offer of the advertised Annual Percentage Yield (APY) is accurate as of August 15, 2008 for any 7-month or 11-month CD accounts opened at United Commercial Bank. Promotional details and APY are subject to change without prior notice. To qualify, funds to open the new CD account must be new money to UCB. UCB reserves the right to discontinue this offer at any time. 2. The minimum opening deposit and the minimum daily balance required to obtain the advertised APY is \$10,000 with a maximum opening deposit not to exceed \$88,888. Early withdrawal penalty applies. Fees could reduce earnings. Other restrictions apply. For additional account terms and conditions, please refer to our "Consumer Account Agreement and Disclosures" and respective "Supplemental Terms and Conditions Disclosures." These materials contain information about fees, balance computation methods, compounding and crediting of interest, contractual terms and conditions, and other important information.

©2008 United Commercial Bank®. All Rights Reserved.



Attorneys **Gerald Gerstenfeld** and **Alvin Rosenbloom** are seeking out SFVBA members and other individuals working in the legal field who are accomplished

musicians and are interested in performing together.

Gerstenfeld believes "there are some fine musicians who are active and retired members of the Association who might be interested in forming a quartet, a wind or brass quintet, or if there are enough musicians, a small orchestra.

"The group would give complimentary concerts at lunch time in the SFVBA conference room to other members who enjoy music."

Gerstenfeld is a classical music aficionado and Rosenbloom is accomplished on the french horn and plays with the Los Angeles Doctors Symphony Orchestra.

Interested members can contact Jerry at (818) 990-6190 or jerryfg@aol.com and Al at (818) 379-7010 or alvindr@mindspring.com.



Judge **Darlene Schempp** is retiring from Los Angeles Superior Court after 24 years on the bench. There will be a dinner honoring her years of dedication to

the court on the evening of Tuesday, September 23, 2008 at the Woodland Hills Country Club.

The cost to attend is \$60; seating is limited. RSVPs are being accepted until September 16. No walk-ins accepted.

To reserve your seat, call Julie Martin at (818) 374-2670.

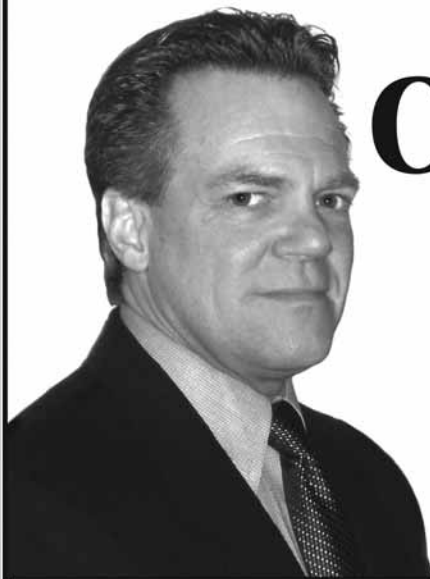


The Santa Clarita Valley Bar Association is proud to present its Fourth Annual Law Appreciation Day on October 3, 2008 at the Valencia Hyatt.

Invited Guests include Supervisor Michael Antonovich, District Attorney Steve Cooley, Sheriff Lee Baca and Congressman Buck McKeon.

Law Appreciation Day supports local heroes and fosters communication and teamwork within our various community, legal and law enforcement areas.

For information on purchasing tickets or sponsorships, visit www.scvbar.org, email to scvbalawday@live.com or call Caryn Sanders at (661) 362-0788. 🐾



Case Settled!

BRIAN GHIGLIA MEDIATOR

- Personal Injury
- Business
- Insurance
- Commercial
- Employment
- Professional Negligence

Call me to discuss your case!
(818) 758-1900
(800) 616-4000
www.westcoastmediations.com

Serving Southern California and beyond!

Hoefflin & Associates, A Law Corporation

Personalized representation to attain client goals

Hoefflin & Associates delivers results by putting client interests first and using a team-based approach to creatively, intelligently, and effectively resolve legal matters. Specializing in disputes and litigation including:

- Real Estate
- Partnerships/LLC's
- Business and Corporate
- Estate Planning
- Executive Employment
- Alternate Dispute Resolution
- Entertainment
- Trademark and Copyright

Refer with confidence



Left to Right

Richard M. Hoefflin • Jason M. Burrows • Tamara L. Harper • Steven A. Meadville of Counsel

2659 Townsgate Road, Suite 232
Westlake Village, CA 91361
805.497.8605
www.hoefflinlaw.com

When Bankruptcy May Be the Best Solution...

Choose an experienced & knowledgeable attorney who provides personal & timely attention and recommends bankruptcy only when it is the best solution.



Law Offices of Steven R. Fox
Bankruptcy & Related Matters

Debtor and Creditor Representation
Chapter 11 Reorganization
Bankruptcy Litigation
Developing and Rebuilding Companies

17835 Ventura Blvd., Suite 306
Encino, CA 91316 ■ (818) 774-3545
SRFox@FoxLaw.com

GROSSLIGHT INSURANCE, INC.

Superior service and quality products for your law firm

LAWYERS' PROFESSIONAL LIABILITY

ALL AREAS OF PRACTICE
SMALL & LARGE FIRMS
FULL TIME & PART TIME
IN-HOUSE COUNSEL
"A" RATED CARRIERS
NO BROKER FEE
NO MEMBERSHIP REQUIRED

(310) 689-5325

ADDITIONAL PRODUCTS FOR BUSINESS & HOME

BUSINESS OWNERS' PACKAGE
WORKERS' COMPENSATION
EMPLOYMENT PRACTICE LIABILITY
UMBRELLA
FUDICIARY BONDS
EMPLOYEE BENEFITS
AUTO/BOATS/YACHTS
HOMEOWNERS' / CONDO OWNERS'
(310) 689-5344

SINCE 1950

1333 WESTWOOD BOULEVARD . LOS ANGELES, CA 90024
LICENSE NO.0247283

Now Available Exclusively at ARC

HON. MICHAEL R. HOFF

Los Angeles County Superior Court, Retired



An extremely popular Van Nuys jurist, **Judge Michael R. Hoff** receives unanimous praise from attorneys on both sides of the bar. He has been a very successful settlement judge because he is trusted by all parties and is quick to find the middle ground.

Judge Hoff resolves disputes involving:

Probate • Personal Injury • Real Estate
Premises Liability • Medical Malpractice
Construction Defect • Elder Care • Fee Disputes
Law Enforcement Misconduct
Homeowners Association

Amy Newman, President • Steven Davis, Esq., CEO

Complete profiles at www.arc4adr.com
Toll-Free 1.800.347.4512

CENTURY CITY • 310.284.8224

1875 Century Park East • Suite 450 • Los Angeles, CA 90067

DOWNTOWN • 213.623.0211

700 S. Flower Street • Suite 415 • Los Angeles, CA 90017



REFUNDING GRADUATED PROBATE FILING FEES

In Re Estate of Claeysens (161 CA 4th 465)

1. **OPEN CASES:** For open cases commenced on or after August 18, 2003, and before January 1, 2008, where an estimated graduated filing fee was paid at the time the initial petition was filed, request for refund of the graduated filing fees in excess of the base filing fee, plus local court add-ons, may be made as follows:
 - A. The request for refund must be made by the personal representative, unless he/she was appointed on the petition of a subsequent filer. In such cases, the request for refund must be made by the unsuccessful first filer.
 - B. The appropriate party may present his/her request for refund as follows:
 1. Submit LASC form "Request for Refund of Graduated Filing Fees." Requests for refund will be processed by the Court in the same manner as "drop-off" ex parte petitions.
 2. File a separate petition requesting the refund. A filing fee of \$40.00 will be charged pursuant to Government Code section 70657(a).
 3. Include the request for refund in the petition for final distribution. If a request is made in the petition for final distribution, no additional fee is required, Government Code sections 70657.5(b)(2) and 70658(d)(3).
- II. **CASES WHERE THE COURT HAS ORDERED FINAL DISTRIBUTION:** The party claiming entitlement to a refund must file appropriate petition(s) and or motion(s) as required.
- III. **ALL PETITIONS/ORDERS FOR REFUNDS OF GRADUATED FILING FEES:**
 - A. Petitions requesting refunds of graduated filing fees must include:
 1. The date the initial (first) Petition for Probate was filed;
 2. The name(s) of the initial (first) filer(s) of the Petition for Probate;
 3. The name(s) of the personal representative(s), if different from the petitioner;
 4. The calculation of amount to be refunded as follows: the total graduated filing fee paid less the amount of the base filing fee plus local add-ons;
 5. Date of payment and the receipt number; and
 6. The name and address of the persons to whom the refund should be paid.
 - B. After the court approves the request, the party must submit LASC form "Request for Refund of Graduated Filing Fees" and attach a copy of the court's order allowing the refund.
- IV. **DEFINITIONS:**
 - A. **OPEN CASE:** An open case is one where final distribution has not been ordered by the court.
 - B. **FINAL DISTRIBUTION:** Final distribution is ordered by the court when there is a court minute order approving the petition for final distribution.
 - C. **BASE FEE:** The base fee, plus local add-ons, differed based upon the year of filing. The base fees plus local add-ons for each filing year are as follows:

8/17/03 to 12/31/03	\$244.50
1/1/04 to 6/30/04	\$271.50
7/1/04 to 12/31/04	\$272.50
2005	\$274.50
2006	\$320.00
2007	\$320.00



COLUMBUS DAY GOLF TOURNAMENT

Proceeds to benefit the good works and public service programs of the SFVBA

MONDAY, OCTOBER 13, 2008 | BRAEMAR COUNTRY CLUB | TARZANA

EAGLE SPONSORS



GOLFER'S PLAYER PACKAGE

☐ \$225 Purchase by September 7; \$250 after September 7

☐ \$150 Sitting Judge

Includes green fees, cart, tee gifts, beverages, BBQ luncheon and awards reception and dinner.

SPONSORSHIP OPPORTUNITIES*

☐ **Eagle Sponsor** **\$4,000**

Includes two golf foursome packages, 2 additional tickets for awards dinner for a table of 10, on-course beverage station with sign, sign at tee, name/logo prominently displayed in promotional material and banner.

☐ **Birdie Sponsor** **\$2,500**

Includes one golf foursome package, 4 additional tickets for awards dinner, name included in promotional material and sign at tee.

☐ **Hole-in-One Sponsor** **\$1,500**

Hit a Hole-In-One on a par 3 hole and win a vacation. On one surprise hole, you can win a car sponsored by Galpin Ford. We will place sponsorship signs on every par 3 hole on course. Includes 2 tickets to luncheon and awards dinner. (Only 4 sponsors)

☐ **Tee Sponsor** **\$500**

By sponsoring a tee/green sign on the course your firm or company can show your support for the SFVBA's good works. You may hand out gifts and information to the golfers at your sponsored hole. Includes 1 ticket to luncheon.

CAR PRIZE!

OTHER SPONSORSHIP OPPORTUNITIES*

☐ **Lunch Sponsor** **\$2,500**

Let us announce your generosity in "picking up the tab" for the BBQ lunch. We will place sponsorship signs at the lunch site and give you a table for you to hand out gifts and information to the golfers. Includes 2 tickets to luncheon and awards dinner. (Only 1 sponsor)

☐ **Cocktail Reception Sponsor** **\$2,000**

The awards reception will be a fun filled event! We will place sponsorship signs on the bar. Includes 2 tickets to awards dinner. (Only 1 sponsor)

☐ **Photo Sponsor** **\$1,500**

Every golfer will receive a framed photo with a picture of their foursome and 4 shots of each golfer. Your logo will be included on the frame. Includes 2 tickets to luncheon and awards dinner. (Only 3 sponsors)

☐ **Putting Contest Sponsor** **SOLD** **\$1,000**

We'll display a sign at the putting contest showing your support. We'll mention your sponsorship when we announce the winner of the putting contest. Includes 2 tickets to luncheon. (Sponsored by Seymour I. Amster)

☐ **Beverage Station Sponsor** **\$750**

Sponsor a favorite golfer spot! We will acknowledge your sponsorship by placing a sign at one beverage station and you may hand out gifts to the golfers at your sponsored hole. Includes 2 tickets to luncheon. (Only 4 sponsors)

* All sponsors receive recognition on the SFVBA website and in Valley Lawyer magazine and acknowledgment at awards dinner.

PLAYER ENTRY AND SPONSORSHIP REGISTRATION

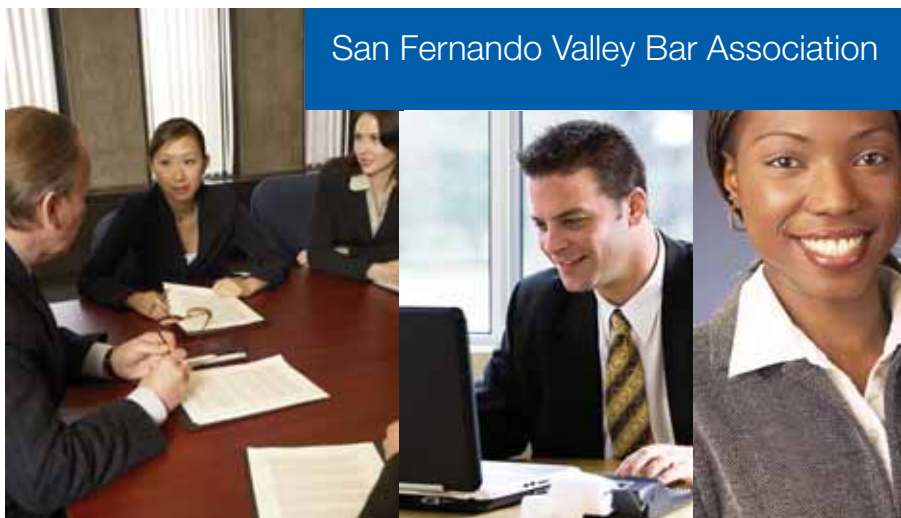
If you do not have a foursome, we will pair you. Non-attorney golf pros are prohibited from participating in contests and are ineligible to compete in individual or team awards.

Player: _____ Handicap: _____
Firm: _____
Ph.: _____ E-mail: _____
Player: _____ Handicap: _____
Firm: _____
Ph.: _____ E-mail: _____
Player: _____ Handicap: _____
Firm: _____
Ph.: _____ E-mail: _____
Player: _____ Handicap: _____
Firm: _____
Ph.: _____ E-mail: _____

Qty	Description (✓ above)	Total
_____	\$250 Golfer Player Package After September 7	\$ _____
_____	\$225 Golfer Player Package Before September 7	\$ _____
_____	\$150 Sitting Judge	\$ _____
_____	\$80 Non-Player Day at Club (Includes tennis, use of facilities, pool, beverages and meals)	\$ _____
_____	Sponsorship: _____	\$ _____
Sponsor Firm/Company: _____		
Sponsor Contact: _____ Ph.: _____		
Please charge my credit card for: \$ _____		
Cardholder Name: _____		
Credit Card No.: _____ Exp. Date ____/____/____		

Proceeds from the Golf Tournament financially support SFVBA programs benefitting the community and the profession, including Blanket the Homeless, Valley Community Legal Foundation Courthouse Children's Waiting Rooms, Diversity Project, Fee Arbitration Program, Attorney Referral Service and Fastcase Law Library.

Make checks payable to SFVBA. Return registration and payment to 21250 Califa Street, Suite 113, Woodland Hills, CA 91367 or fax to 818.227.0499. For more information about the tournament and sponsorship opportunities, contact 818.227.0490 ext. 105.



Member Benefits



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



■ **Wells Fargo Insurance Services** offers an exclusive Lawyers Professional Liability insurance program for law firms of 1-10 attorneys. Call Terri Peckinpugh at (818) 464-9353.



■ 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.com or contact Plan Consultant Patrick Conlon at (617) 376-9326.



■ Join Southland Credit Union and gain access to **great interest rates** on deposits and loans, no fee traveler checks, and more. Call (800) 426-1917.



■ **Bank of America** offers members a no annual fee WorldPoints® Platinum Plus® MasterCard® credit card program. To apply by phone, call (800) 932-2775; mention priority code **FAA803**.



■ Contact the SFVBA office to receive a package of **discount coupons & membership cards** for Southern California's major theme parks and attractions.



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



■ Chase Mortgage gives members **1/2 point fee discount** on fixed and adjustable rate programs. Call John Bartnicki at (818) 226-0888.



■ 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.



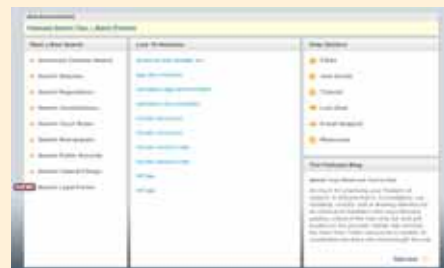
■ Members save up to 15% off Hertz daily member benefit rates at participating locations in the U.S. and special international discounts are also available. Your SFVBA CDP #1787254 is the key. Visit hertz.com or call (800) 654-2200.

Benefit Profile

Fastcase Search Tips: Batch Printing

BY POPULAR DEMAND, THE Fastcase legal research service has just launched a batch printing feature, which allows you to print multiple cases at once using Fastcase's dual-column printing service. During the beta of this feature, you will be able to select up to 20 documents at a time to print – either from your search results page, or as you read through the cases. (Fastcase plans to increase this number based on users' feedback.)

The service is simple to use, and those familiar with batch processing from other web-based software (such as selecting multiple e-mails for deletion) will recognize many of the same features on Fastcase. Your service now includes a "Print Queue," where documents wait in line to be printed together. Then, when you're ready to print them, go to the Print Queue, select print options just like you would when printing a single document, and hit print.



You can add documents to your Print Queue from the search results page, simply by clicking the printer icon in the left-hand column.



You may also select Add to My Print Queue when reading the full text of any case. To print all your selected documents, simply go to the Print drop down and select View Print Queue. From there you will be able to print the documents in either Adobe PDF, Microsoft Word or Rich Text Format (which allows most other office suites to open the document).

Your feedback is essential to how we add new features to Fastcase, and we look forward to any comments, questions or suggestions you may have. Please send them to us via e-mail at support@fastcase.com.

The San Fernando Valley Bar Association 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.

Lawyers Professional Liability Insurance Program Available to SFVBA Members

Wells Fargo Insurance Services in partnership with the San Fernando Valley Bar Association offers an exclusive **Lawyers Professional Liability** insurance program for law firms of 1-10 attorneys.

Product Overview

Wells Fargo Insurance Services' Lawyers Professional Liability program protects you, your lawyers, your employees, and your firm against damages and claims expenses which the insured shall become legally obligated to pay because of claims arising out of any act, error or omission of the insured in rendering or failing to render professional service for customer.*

Program Features

- 1-10 Attorney Law Firms (or larger)
- Competitive Pricing
- Limits of Liability \$500,000 to \$2,000,000
- Optional Defense Costs in Addition to the Limits of Liability
- Defendants Reimbursement Coverage
- Title Agency Coverage
- Personal Injury Coverage
- Full Prior Acts Coverage
- Deductible 5,000 minimum
- Spousal Coverage including Domestic Partners
- Increased Supplemental Payments Limits (for court imposed arbitration hearings)
- BI/PD Exclusion Amended
- 60 Days Post-Policy Reporting
- No Threshold for New Attorneys
- Severability Coverage as Respects Application
- Coverage Enhancement Endorsement Designed Specifically for SFVBA Members

* Please refer to the policy for actual coverage specifications

Terri Peckinpugh

Vice President
818.464.9353



Wells Fargo Insurance Services

Installation of SFVBA Officers

By Angela M. Hutchinson



THE SAN FERNANDO VALLEY Bar Association 2008-2009 Board of Trustees will be installed by Los Angeles Superior Court Judge Alice Hill at the SFVBA's Installation Gala on September 20, 2008. Outgoing president Sue Bendavid will pass the gavel to Tamila C. Jensen.

Jensen's cabinet of officers consists of Robert F. Flagg, President-Elect; Seymour I. Amster, Secretary; and Alan J. Sedley, Treasurer. Six open trustee seats will be announced on Election Day, September 10, 2008.

Join the San Fernando Valley Bar Association and the Valley Community Legal Foundation in celebrating these new leaders at the Installation Gala on September 20, at the Woodland Hills Hilton.

Tamila C. Jensen, President

"As president of the San Fernando Valley Bar Association, I will be committed to representing the interests of the membership and to be responsive to their needs, whether they are solo practitioners, as I am, or in a large firm."

Born in Sanger, California, Jensen attended University of California at

Berkeley and graduated as class of 1969 Magna Cum Laude. She attended the School of Law at the University of California at Davis, class of 1973. That year, Jensen was admitted to practice law in California. She has worked as an Assistant Professor for the School of Business at Indiana University and as a Visiting Professor for the School of Law at Debrecen University in Hungary. Jensen is a member of California Women Lawyers, SFVBA, LACBA and Granada Hills Chamber of Commerce. Also, Jensen is the author of several published articles and cases.

Jensen appreciates the services, support and opportunities that the SFVBA brings to attorneys in the Valley. She has been an active member, serving as a Trustee and Officer for eight years, and participating on the Bench-Bar Committee, the Resolution Committee, and the Probate & Estate Planning Section. Jensen is committed to the SFVBA, to the needs of the attorney members, and to the Valley courts and community.

Robert Flagg, President Elect

"Join me, and more than 2,000 other Valley lawyers, in becoming even more

engaged with the legal profession, the judiciary and the whole community of our Valley."

Flagg received his Juris Doctor degree in 1981 from Humphrey's College of Law in Stockton, California. He currently practices civil litigation on behalf of defendants as a member of Early, Maslach & Van Dueck, in-house counsel for Farmers Insurance. Flagg is admitted before the U.S. District Courts, Central and Eastern Districts of California, the Ninth Circuit Court of Appeals and the United States Tax Court.

As an active SFVBA member, Flagg has served multiple terms as a Trustee. He participated in the Diversity Committee's mock trial day at Maurice Sendak Elementary School. Flagg is a firm believer in supporting the Valley community through the financial support for students and those in need through the Valley Community Legal Foundation. Flagg takes great pride in supporting the vision of the Bar's founders by providing strong involvement with the Valley courts and community.

Seymour I. Amster, Secretary

"I am honored to be nominated for the position of Secretary for this esteemed organization. I will do my utmost to continue the tradition of the great leadership provided by those who served before me. Only by continuing the success of our predecessors can the future of the Bar be insured."

Amster graduated Cum Laude from Loyola Marymount University with a BA degree in History. He earned his JD degree in 1982 from Loyola Law School, where he made the Dean's list for two years. One of Amster's proudest accomplishments is earning the title of a Criminal Law Specialist. He strictly focuses on Criminal Defense and has spent his entire life thinking of ways to defend people against criminal charges and to challenge authority. Amster is on the court appointment list for death penalty cases and has handled multiple death penalty cases.

During his service with the Bar, Amster has served as Chairman of the Programs Committee, Bench-Bar Committee and Criminal Law Section. He has held the position of Treasurer and three terms as a Trustee. Amster is a member of the Board of the Valley Community Legal Foundation and a member of the SFVBA's Diversity Committee.

Alan J. Sedley, Treasurer

"I shall tackle the tasks of Treasurer with due diligence and care, helping to ensure the financial accountability of the Bar Association to its membership."

Sedley has begun his 27th year of practice. Although in his early years he focused on plaintiff tort law, Sedley has in the past ten years expanded his practice to emphasize health care law and employment law. He has been diligently providing legal service to the business and health care communities. Sedley represents physicians, hospitals and medical groups in their transactional, regulatory and operational issues.

Having served multiple terms as a SFVBA Trustee, Sedley chaired the Health Law Section and the Programs Committee, and co-chaired the Business Law, Real Property & Bankruptcy Section and the Membership & Marketing Committee. Sedley enjoys teaching law. He recently completed instruction to oncology fellows at St. Johns Hospital through a series of lectures on health law and biomedical ethics. Sedley just celebrated his 30th wedding anniversary with his wife Debbie; they are the proud parents of three children.

Sue M. Bendavid, Immediate Past President

"I am in awe over how much our Bar Association accomplished and how busy it has been over the past twelve months. I'm appreciative of the hard work from Bar leaders, committee chairs and staff members."

Bendavid's remaining year on the Board will bring to an end serving eight years as an officer and trustee of the SFVBA. She specializes in employment litigation and counseling. She has represented employers before the U.S. Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the California Employment Development Department, the California Labor Commissioner and the U.S. Department of Labor. Bendavid graduated Cum Laude, with honors in Political Science, in 1987 from California State University, Northridge and received her Juris Doctor degree from Loyola Law School. 🐾

ABOVE THE LAW, By Marc Jacobs



Marc R. Jacobs, 14438 Greenleaf Street
Sherman Oaks, California, 91423
(818) 907-9870

SEYMOUR I. AMSTER



Attorney at Law

- Member of the SFVBA Board of Trustees since 2002
- Experienced in handling Appellate, Federal and State Criminal Cases
- Certified Criminal Law Specialist, Certified by the Board of Legal Specialization of the State Bar of California

6320 Van Nuys Boulevard, Suite 300
Van Nuys, CA 91401

(818) 947-0104 Fax: (818) 781-8180

siaesq1@aol.com

Los Angeles Superior Court-Connected Civil Mediations

10 Suggestions: An Unofficial Guide

By David I. Karp, *Attorney/Mediator*

THE FOLLOWING SUGGESTIONS have been prepared by the writer, after completion of more than 300 court-connected mediations, to assist attorneys (and their clients) with matters before the Los Angeles Superior Court.

1. Understand the reasons for court-connected mediation. CCP § 1775 provides the legislative findings and declarations in support of court-annexed mediation. In essence, peaceful, appropriate and cost-effective alternative dispute resolution opportunities are in the best interests of the courts. CCP § 1775 (f).

2. Understand the composition of the Party Pay Panel. According to the Los Angeles Superior Court's website, "[t]he Party Pay Panel consists of Neutrals who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150 per hour for the first three (3) hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the mediator if the parties consent in writing."

3. Understand the composition of the Pro Bono Panel. The LASC website states: "The Pro Bono Panel consists of trained Neutrals who have not yet gained the experience to qualify for the Party Pay Panel and experienced Neutrals who make themselves available pro bono."

4. Understand what "Pro Bono" really means. "Pro Bono" means providing mediator services without fee or expectation of fee to either "(a) persons who are indigent or of limited means or (b) charitable, religious, civic, community, governmental, and educational organizations in matters designed primarily to address the economic, health, and social needs of persons who are indigent or of limited means." See, Bus. & Prof. Code § 6072(d); A.B.A. Model Rules of Professional Conduct, Rule 6.1(a)(1), 6.1(a)(2).

5. Understand the court's view of why mediators participate in the court's mediation program. Whether volunteering on the Pro Bono Panel or providing discounted services on the Party Pay panel, mediators participate and "donate [or discount] their time to the courts as a way of supporting the judicial system," according to the LASC website.

6. Understand why mediators sometimes feel abused on the Pro Bono Panel. From the experienced mediator's perspective, the Pro Bono Panel was not designed to manage the litigation budget of parties or insurers who are not indigent or of limited means. As to them, paid mediation is appropriate for experienced mediators who nevertheless offer their services pro bono to others.

7. Understand the assignment process of court-connected mediators. Court-connected mediators choose how many assignments they are willing to accept from the court per month. Once the allocated number of assignments has been made, that mediator is no longer available for court-connected mediation. The relevant question, then, is whether the court-connected mediator has any remaining openings with the ADR office that month. Attorneys that utilize the panels of court-connected mediators should contact the ADR office first, before contacting the mediator, and seek and obtain an appointment of the sought mediator if still available. Sometimes attorneys conduct an online random search at the LASC website and then contact the mediator first to see if he or she has availability on his or her calendar. That process side-steps the question of whether the court can appoint the matter to the mediator whose allotment may have been filled already. Contacting the mediator directly first is thus incorrect for court-connected mediation. Many mediators so contacted will construe the contact as a request for private mediation.

8. Help the volunteer mediator to convene the mediation. Cooperatively work with opposing counsel to obtain dates and times for the mediation and communicate such dates and times to the court appointed mediator sooner rather than later so that the mediator can manage his or her calendar, particularly

in light of competing demands, desires and commitments for private mediation or other things. Realize also that a volunteer mediator will often seek to minimize the cost of volunteering. Asking the volunteer mediator to travel unnecessarily and/or pay for parking may cause unwelcome out of pocket costs which sometimes undermine the spirit of volunteerism.

9. Provide briefs if requested and interpreters if appropriate. A well drawn mediation brief in the form requested by the mediator reciprocates for the investment the mediator is making in the process, and an interpreter for simultaneous translation shows the mediator respect for the importance of well understood nuanced communication at the mediation table. Both will help the process immensely.

10. Use the volunteer mediator's time wisely. Most cases are not ordered to mediation; they are referred either because the amount in controversy exceeds \$50,000 and the court does not have jurisdiction to order it (CCP §1775.5) or because the court gets funding for every voluntary submission to court-connected mediation. If, for instance, the parties are absolutely intransigent and "will never settle," (or at least will not settle at a court-connected mediation), discuss this with the mediator and see if the process can be tweaked or the mediation postponed or avoided. But do not wait until the last minute to cancel the mediation or continue it to another time, or there may be no court-connected mediation at all: "If the litigants request a continuance within 2 days of the ADR hearing, the neutral has no obligation to accommodate the request for a continuance and the ADR office will not appoint another neutral." ([LASC] Policy for Continuance of court ADR Hearing dated August 7, 2003.)

David I. Karp is a full time professional mediator of real estate and business disputes with offices in Van Nuys. He can be reached at david@karpmediation.com or at (818) 781-1458.



SFVBA Columbus Day Golf Tournament

After 25 Years, It's Back!

by Linda Temkin, Events Director

It has been almost 25 years since the Bar Association presented a golf tournament and it is finally back – bigger and better than ever! Please mark your calendars for this special event, **Columbus Day, October 13, 2008**. The tournament will be held at the beautiful Braemar Country Club in Tarzana, one of the premier golf courses in the country. Don't play golf? Not a problem. Come spend a day relaxing around the pool and join us for the lunch and dinner festivities.

Columbus Day is a court holiday and we expect some of our prestigious judges to be joining us on the course.

- Special golfer's player packages are available.
- Package includes green fees, cart, exceptional tee gifts, beverages, lunch and awards dinner.
- Sitting judges' golfer's package will be \$150.
- Non-player fee for a day at the club, including both lunch and dinner will be \$75.

Sponsorship opportunities are plentiful. Galvin Ford has already generously donated a car for the lucky Hole In One winner.

Proceeds will benefit the good works and public service programs of the SFVBA. Please join SFVBA for this special event, participants will not only be supporting the Bar, but also treating oneself to a memorable and exciting day at this exceptional country club. Those who do not have partners will be paired. SFVBA member participation is greatly appreciated. And be sure to invite colleagues and friends!

For further information, please call Linda at (818) 227-0490 ext. 105.

INTELLECTUAL PROPERTY PROTECTION

COPYRIGHT, ENTERTAINMENT, FAIR USE, INTERNET, PATENT, TRADEMARK & TRADE SECRET LITIGATION AND TRANSACTIONS

**25 YEARS OF EXPERIENCE; ADMITTED TO PRACTICE BEFORE THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

MARC STEVEN COLEN
(818) 716-2891 email: mcolen@colenlaw.com

VICTORY VIDEO LEGAL VIDEOGRAPHY

- :: depositions
- :: site surveys
- :: mock trials
- :: ethical wills
- :: day-in-the-life documentaries
- :: settlement documentaries

Wayne P. Marien, CLVS
805.404.3345 :: VictoryVid@mac.com

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.

STICKY SETTLEMENT AGREEMENTS

By Steven G. Mehta



THE SPECIFIC TERMS OF settlement agreements are often overlooked by attorneys. Unfortunately, for many, those overlooked terms could be the ticket to a potential malpractice suit if the settlement falls apart. Making sure that the settlement sticks is just as important as making sure that the settlement occurs.

The Pitfalls of Settlement Agreements

The first thing to understand about settlement agreements is that they are, just like any other contract, subject to the law of contracts. In addition, regardless of whether the settlement agreement is oral or in writing, a court will not enforce a settlement agreement provision that is illegal, contrary to public policy, or unjust. As such, all settlement documents must be interpreted in the same manner as any other contract would be interpreted. In that regard, contrary to popular belief, a settlement agreement does not need to be in writing in order to be enforceable. An oral settlement agreement entered into by the parties can be enforceable, so long as it does not violate the statute of frauds.

This oral agreement would be interpreted just like any other contract. The problem, however, is that the agreement would not be enforceable under summary and expedited procedures under Code of Civil Procedure section 664.6.

Since most parties prefer to enforce the terms of the settlement pursuant to section 664.6, it is important to address what is necessary to ensure a settlement agreement is enforceable under that provision. Code of Civil Procedure section 664.6 provides that "If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case" they can summarily seek to enter a judgment on the terms of the settlement.

To begin with, in order to have an enforceable agreement pursuant to Code of Civil Procedure section 664.6, the material terms of the settlement must be explicitly defined. A settlement agreement, like any other contract, is unenforceable if the parties fail to agree on a material term or if a material term is not reasonably certain. However, the fact that the parties leave unresolved terms for future agreement is not invariably fatal, since a settlement may be enforceable if the parties agree the remaining issues will be decided by arbitration. However, where the parties left the terms of the payment in dispute, and agreed to a vague term of "binding mediation" as it related to the terms of payment, the courts have held that the stipulation for settlement was unenforceable because a material term was unclear.

In order to qualify under Code of Civil Procedure section 664.6, the oral agreement must also be verbal and a nod of a head by a party is insufficient to

qualify as an enforceable oral agreement under Code of Civil Procedures section 664.6. Additionally, as noted above, an "oral agreement" must be placed on the record before the court. That is to say it is not sufficient to have the oral agreement placed before a court reporter at deposition. The oral agreement by the parties must be placed on the record during a judicially supervised hearing.

An agreement entered into before an arbitrator satisfies the requirement of being a judicially supervised hearing. The same also holds true for a temporary or private judge. As to judicially appointed referees, the issue of whether or not the stipulation is enforceable depends on the type of referee appointment. If the referee is appointed under Code of Civil Procedure section 638 (a), then an oral stipulation on the record in front of such referee would be enforceable under Code of Civil Procedure section 664.6. However, if the referee is appointed under Code of Civil Procedure section 638 (b), and is not given the ability to make a final determination, then an oral stipulation on the record in front of such referee would not be enforceable under Code of Civil Procedure section 664.6.

Finally, for oral agreements before the court, the supervising judicial officer must have questioned the parties regarding their understanding of the material terms, and the parties must expressly acknowledge their understanding of and agreement to be bound by those terms.

Oral Agreements with Executed Terms in Writing

On some occasions, the parties enter into an oral agreement before the court and indicate that they will also execute the terms in writing. Once the parties have orally agreed to the terms, a party may not escape its obligations by refusing to sign a written agreement that conforms to the oral terms. The oral settlement, like any agreement, imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement.

In order to meet the requirements of summary enforcement, an out of court written settlement agreement must also be signed by the parties themselves and not just their attorneys. In addition, all of the parties to the settlement agreement must sign the agreement and not just the party against whom enforcement is sought. When, however, the defendant is insured under a policy that allows the insurance company to settle without the defendant's consent, the defendant's signature is not necessary.

Nevertheless, it is still important to have the insurance company representative's signature. The reason for this is the rationale as stated in *Levy v. Superior Court*: Namely, the party that is being bound by the settlement agreement must be the one that signed the document. Therefore, since the insurance company is the one being bound by the settlement agreement, the adjustor's signature or the insurance company's representative's signature would be necessary.

Many settlement agreements will also provide that the action will be dismissed with prejudice. It is important to note that for purposes of summary enforcement pursuant to Code of Civil Procedure section 664.6, such dismissal may cause problems with the court's ability to retain subject matter jurisdiction.

Once a party has dismissed its action, the dismissal terminates the action. A superior court thereafter has no subject matter jurisdiction to grant relief under Code of Civil Procedure section 664.6 other than awarding costs and fees as appropriate. Even if the parties insert language in the settlement agreement that purports to confer jurisdiction on the court, such language is a nullity since subject matter jurisdiction is not something that can be conferred by stipulation or agreement of the parties. As such, a motion to enforce a settlement

pursuant to Code of civil procedure section 664.6 is not allowed when the parties have dismissed the lawsuit.

One alternative that may be available to the parties if the action is dismissed is to first seek a motion to set aside the dismissal pursuant to Code of Civil Procedure section 473, and then seek to enforce under Code of Civil Procedure section 664.6. Another option would be to make sure that the case has not been dismissed until all of the terms of the agreement are met.

It is also important to note that the courts have not decided whether Code of Civil Procedure 664.6 applies to settlements that become effective during the pendency of an appeal. Under that circumstance, the courts have indicated that if a case is settled while an appeal is pending, the judgment which is the basis of the appeal is vacated, and the settlement agreement supersedes the judgment. Any dispute regarding the settlement agreement must be enforced by means, as noted below, outside of Code of Civil Procedure section 664.6.

While Cal. Civ. Proc. Code § 664.6 is not the exclusive means of enforcing a settlement agreement, it is the preferred means to enforce a settlement once the foregoing prerequisites are satisfied. Even when the summary procedures of § 664.6 are not available, a settlement agreement might be enforceable by summary judgment, a suit for breach of contract, a suit in equity or it may be raised as an affirmative defense.

The fact that many cases are being settled at mediation also complicates the issue of whether not a settlement agreement is enforceable. The reason for this complication is the issue of confidentiality which is integral to the mediation process and the documents associated with it. Indeed, the confidentiality aspect of the mediation process can create a major obstacle to enforcing the settlement agreement because the settlement agreement may not be admissible to prove the settlement. Evidence code section 1119 expressly provides that subject to exceptions "all communications, negotiations or settlement discussions by and between participants in the course of the mediation or mediation consultation shall remain confidential." Often, this Evidence Code prohibition is called the "mediation privilege."

However, evidence code section 1123 provides exceptions to the

Messenger Service Discounts to SFVBA Members



24th Year of Service to the San Fernando Valley/Southern California Legal Community

- **Noon Court Run - same day filing in all So. Cal. Courts**
- **Process Serving Per Your Exact Specifications**
- **Last Minute Court Filings in All Southern California Courts**
- **Mobile Notary**
- **Custom Courier Routes**
- **Regular, Rush and Hot Rush**
- **Licensed/Bonded/Insured Uniformed Messengers**

**(818) 774-9111 • (323) 851-7500
(310) 273-3002 • (805) 777-7170**

**"We Don't Promise Anything
We Can't Deliver"**

HAS YOUR CLIENT BEEN BURNED BY A STOCKBROKER?

SECURITIES LAW Claims Against Stockbrokers

Stock Market Losses Caused by:
Excessive Trading in Account
Unsuitable Investments
Misrepresentation Variable Annuities

LAW OFFICES OF JONATHAN W. EVANS & ASSOCIATES

**33 Years in practice
Arbitrator for Superior and
Municipal Court**

**NO RECOVERY – NO FEE
FREE INITIAL CONSULTATION**

*Call today for an appointment
(818) 982-1881 • (800) 699-1881
(213) 626-1881
www.stocklaw.com*

**12711 Ventura Blvd., Suite 440
Studio City, CA 91604**

confidentiality of mediation. A written settlement agreement prepared in the course of, during, or pursuant to mediation is not made inadmissible if the agreement is signed by the settling parties and any of the following conditions are satisfied: (1) The agreement provides that it is admissible or subject to disclosure or words to that effect; (2) the agreement provides that it is enforceable or binding or words to that effect; (3) all parties to the agreement expressly agree in writing or orally in accordance with evidence code section 1118 to the disclosure of the settlement agreement; or (4) that the agreement is used to show fraud, duress or illegality that is relevant to the issue in dispute.

Additionally, oral agreements arising from mediation are also admissible under certain conditions. The following conditions must be met in order to have an enforceable oral agreement in mediation: First, the oral agreement has to be recorded by a court reporter, tape recorder, or other reliable means of sound recording; second, the terms of the oral agreement must be recited on the record in the presence of the parties and the mediator, and the parties must express on the record that they agree to the terms recited; third, the parties to the oral agreement must expressly state on the record that the agreement is enforceable or binding or words to that effect; and finally, the recording must be reduced to writing and the writing must be signed by the parties within 72 hours after it is recorded. If, however, the oral agreement does not meet all the requirements of evidence code section 1118, it can still be admissible and subject to disclosure if it has been recorded, the parties have stated their agreement on the record, the agreement is reduced to writing within 72 hours and the parties expressly agree in another writing or oral agreement in accordance with evidence code section 1118 to disclosure of the agreement.

Other Relevant Issues for Mediation Settlement Agreements

First, where the parties have signed two different versions of the document and counterparts, the courts have held that the contract was uncertain because the parties could not agree upon which term of payment was the appropriate term.

Additionally, the issue of who is authorized to waive the confidentiality of

the mediation privilege is a procedural one. Thus, signature by counsel waiving the mediation privilege is enough to comply with the requirement of Code of Civil Procedure section 1123 for the admissibility of a mediation agreement. The case of *Stewart v. Preston Pipeline, Inc.* illustrates the subtle difference between enforcing a settlement under Code of Civil Procedure 664.6 versus enforcement under other procedures.

The plaintiff, in that case, was an injured motorist who attended a mediation. The plaintiff ultimately signed a settlement agreement that indicated that the agreement was intended to be an enforceable settlement agreement. However, the defendant did not sign the settlement agreement and instead it was signed by defense counsel only. Thereafter, the defendant sought to enforce the settlement by way of a motion for summary judgment.

Plaintiff contended that the agreement was not admissible because neither the defendant nor the insurer, as "settling parties," had signed the settlement agreement. The plaintiff's argument was based on the fact that the parties are required to sign the settlement agreement in order to be enforceable under Code of Civil Procedure section 664.6. The court held that the requirement of Evidence Code section 1123 that the written settlement agreement be "signed by the settling parties" does not require that a waiver of mediation confidentiality "be signed by each of the parties' litigant, so long as that written waiver is signed by each of the settling parties or their respective counsel." The court further explained that waiving the mediation privilege was a procedural issue, not a substantive right, and that was something an attorney could do.

Additionally, plaintiff contended that the settlement was also not enforceable because both parties had not signed the agreement. The court held that the requirement of the party specifically signing the settlement agreement is only necessary for Code of Civil Procedure section 664.6. The court further held that the settlement agreement could be enforced in alternative procedures to the expedited procedure of Code of Civil Procedure section 664.6 such as by motion for summary judgment, a separate suit in equity, or an amendment of the

pleadings. The Court also explained that just because the party had not signed on the settlement agreement did not mean that it was not enforceable settlement document. The insurance company, which was not opposing the settlement, had authorized its attorney to sign a settlement agreement and therefore, the settlement was enforceable. It is important to note that had the insurer specifically signed the settlement agreement, and not just the attorney, then the summary procedures of section 664.6 of the Code of Civil Procedure would have been available as a method of enforcing the settlement.

Make the Agreement Stick!

The settlement agreement is often one of the most important documents drafted in the litigation context. This document governs the relationship of the parties for the future and closes a chapter in the litigation book. A well drafted settlement agreement does not need to be long, complex or typed; it simply needs to make sure that it addresses the material terms and ensures that the parties have agreed to the terms.

As a matter of practice, it is advisable to ensure that the settlement agreements meet the requirements of Code of Civil Procedure section 664.6. This procedure is the most efficient means in which to enforce a settlement agreement. However, if the requirements of Code of Civil Procedure section 664.6 are not met, then it is important to understand what is necessary to ensure that the settlement will be enforceable via other means.

The safest bet is to make sure that all parties sign the settlement agreement, that it provides the material terms that are really at issue, and that it states on its face that it is enforceable and admissible as evidence of the settlement. ⚡

Steven G. Mehta is an attorney and mediator specializing in mediating complex and emotional disputes. He can be reached through his website at www.stevmehta.com or at (661) 284-1818.



MCLE Test No. 3

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 oral settlement agreement is not enforceable.
True
False

2. A settlement agreement that has material terms left unstated will be enforceable if there is a provision in the settlement agreement for a binding mediation or binding arbitration of all the issues.
True
False

3. An oral agreement in front of the court and before a court reporter cannot be made by a nod of the head by the party.
True
False

4. If a party leaves ambiguity in the contract and sets forth that the disputes between the parties will be settled by arbitration, the settlement is enforceable.
True
False

5. A settlement placed on the record before an arbitrator is enforceable for purposes of CCP 664.6.
True
False

6. A settlement agreement only needs to be signed by one of the parties to be enforceable under CCP 664.6.
True
False

7. The court can enforce a settlement pursuant to CCP section 664.6 if the parties state in the settlement agreement that the court will reserve jurisdiction.
True
False

8. Evidence code section 1119 expressly provides that subject to exceptions "all communications, negotiations or settlement discussions by and between participants in the course of the mediation or mediation consultation shall remain confidential."
True
False

9. The only way a settlement agreement prepared in mediation is admissible is if a written settlement agreement prepared in the course of, during, or pursuant to mediation is signed by the settling parties and the agreement provides that it is admissible or subject to disclosure or words to that effect.
True
False

10. Counsel cannot waive the mediation privilege.
True
False

11. Where the parties sign two different versions of the settlement agreement, there is no enforceable settlement.
True
False

12. Any settlement agreement signed by the parties at the mediation is enforceable regardless of the language on the settlement document.
True
False

13. If the settlement agreement is not enforceable under CCP section 664.6, then it is not enforceable at all.
True
False

14. The courts have not addressed what effect, if any, CCP 664.6 has on a settlement during the pendency of an appeal.
True
False

15. Oral agreements arising from mediation can be enforceable under some circumstances.
True
False

16. Parties in pre-litigation can still use CCP 664.6 to enforce a settlement.
True
False

17. Parties in arbitration can use CCP 664.6 to enforce a settlement.
True
False

18. If an insurance company represents a party that does not require consent of the insured to settle, then the insured does not need to sign a settlement agreement to be enforceable under CCP 664.6.
True
False

19. If the parties enter an oral settlement agreement on the record before the judge who is the trial judge and the judge does not question the parties, the settlement is still enforceable under CCP 664.6.
True
False

20. Once the parties have orally agreed to the terms, a party may not escape its obligations by refusing to sign a written agreement that conforms to the oral terms. The oral settlement, like any agreement, imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement.
True
False

MCLE Answer Sheet No. 3

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.	<input type="checkbox"/> True	<input type="checkbox"/> False
2.	<input type="checkbox"/> True	<input type="checkbox"/> False
3.	<input type="checkbox"/> True	<input type="checkbox"/> False
4.	<input type="checkbox"/> True	<input type="checkbox"/> False
5.	<input type="checkbox"/> True	<input type="checkbox"/> False
6.	<input type="checkbox"/> True	<input type="checkbox"/> False
7.	<input type="checkbox"/> True	<input type="checkbox"/> False
8.	<input type="checkbox"/> True	<input type="checkbox"/> False
9.	<input type="checkbox"/> True	<input type="checkbox"/> False
10.	<input type="checkbox"/> True	<input type="checkbox"/> False
11.	<input type="checkbox"/> True	<input type="checkbox"/> False
12.	<input type="checkbox"/> True	<input type="checkbox"/> False
13.	<input type="checkbox"/> True	<input type="checkbox"/> False
14.	<input type="checkbox"/> True	<input type="checkbox"/> False
15.	<input type="checkbox"/> True	<input type="checkbox"/> False
16.	<input type="checkbox"/> True	<input type="checkbox"/> False
17.	<input type="checkbox"/> True	<input type="checkbox"/> False
18.	<input type="checkbox"/> True	<input type="checkbox"/> False
19.	<input type="checkbox"/> True	<input type="checkbox"/> False
20.	<input type="checkbox"/> True	<input type="checkbox"/> False

To Aid Families

In those moments
when difficult issues arise



Richard Lewis, Esq.
Attorney at Law

Past president
of the San Fernando
Valley Bar Association.

- Family Law
- Probate
- Estate Planning

Providing
services to the
San Fernando Valley
for over 18 years

(818) 704-0585
www.RichardLewis.com



FAST...FRIENDLY...COMPETENT...

MISSION APPRAISAL

INCORPORATED

Charles and Anne Cochran
RESIDENTIAL REAL ESTATE APPRAISERS
20 YEARS EXPERIENCE
APPRAISING FOR ATTORNEYS
PRACTICING...

- Estate Planning •
- Taxes • Trusts •
- Bankruptcy • Divorce •
- Family Law •

IN THE COUNTIES OF:
Los Angeles
Ventura, Orange,
San Bernardino, Riverside

Please visit our website...
mission2appraise.com
(818) 758-9661 office
(818) 438-1395 cell

email: chuck@mission2appraise.com
CA Lic. # AR009756 CA Lic. # AR024693

EXPERT WITNESS- CONSTRUCTION

40 YEARS
CONSTRUCTION EXPERIENCE

SPECIALTIES:

Lawsuit Preparation/Residential
Construction, Single and Multi-family,
Hillside Construction, Foundations,
Concrete, Floors, Tile, Stone, Retaining
Walls, Waterproofing, Water Damages,
Roofing, Carpentry/Rough Framing,
Stairs, Materials/Costs, Building Codes,
Construction Contracts.

CIVIL EXPERIENCE:

Construction defect cases for insurance
companies and attorneys since 1992

COOK CONSTRUCTION COMPANY

STEPHEN M. COOK

California Contractors License B431852
Nevada Contractors License B0070588

Graduate study in Construction
L.A. Business College, 1972

Tel: **818-438-4535** Fax: 818-595-0028
Email: scook16121@aol.com

7131 Owensmouth Avenue, Canoga Park, CA 91303

Sometimes numbers are the only prints left behind.

Arxis Financial is a proven forensic accounting and litigation specialist. We will examine the financial data and help you determine the "bottom line." Arxis provides financial and valuation analysis needed to resolve a variety of legal disputes from family court to civil, criminal, and probate courts. In many cases our experts can help you reach a settlement. If trial or arbitration is required we give you the support you need to win.

Chris Hamilton, CPA, CFE, CVA

805.306.7890

www.arxisfinancial.com
chamilton@arxisgroup.com

ARXIS
FINANCIAL, INC.

FORENSIC ACCOUNTING

BUSINESS VALUATION

FRAUD ANALYSIS

New Members

*The following joined the
SFVBA May to July 2008:*

Lisa D. Aminnia
Woodland Hills
(818) 703-1400
lisa.aminnia@pepperdine.edu

Anne A. Arabian
Granada Hills
(818) 399-8979
Workers' Compensation

Mario Anthony Armendariz
Northridge
(818) 363-1311
marmendariz@maininvestigate.com
Associate Member

Alan D. Aronson
Aronson Light LLP
Encino
(818) 783-1500
aronson@aronsonlight.com
Real Property

Stefanie M. Bennett
Los Angeles
(323) 644-2858
stefanie@sbennettlaw.com
Family Law – Minor's Counsel

David L. Bereznick
Granada Hills
(818) 427-9947
davwan1@earthlink.net

Olga Boz
Law Offices of Robert J. Friedman
Beverly Hills
(310) 273-2959
olgaboz@yahoo.com
Family Law

John E. Carlson
Sherman Oaks
(818) 995-7400
carlson@cgcustodylaw.com
Family Law

Lazaro Cuevas
Neighborhood Legal Services Pacima
(818) 374-2100
lazarocuevas@nls-la.org
Civil

Joan C. Donnellan
Parker Milliken et al.
Los Angeles
(213) 683-6500
jdonnellan@pmcos.com

Sonia B. Dujan
Woodland Hills
(818) 888-2323
dujanlaw@aol.com

David K. Eldan
Parker Milliken et al.
Los Angeles
(213) 683-6500
deldan@pmcos.com

Donna M. Encinas
Encino
(818) 990-9314
dmlaw@earthlink.net
Family Law

Stephen M. Fenster
Schwartz & Fenster
Woodland Hills
(818) 346-7300
sfenster@schwartz-fenster.com
Real Property

www.sfvba.org

Michael E. Fox
(760) 382-3486
legalfox@mac.com

Daniel F. Gaines
Gaines & Gaines, APLC
Woodland Hills
(818) 703-8985
daniel@gaineslawfirm.com
Labor and Employment, Litigation,
Real Property

Richard H. Gibson
Gibson Law PC
Woodland Hills
(818) 716-7950
rick@gibson-law.com
Real Property

Barry P. Goldberg
Woodland Hills
(818) 222-6994
bpg@barrygoldberg.com
Personal Injury

Jason H. Gorowitz
Sherman Oaks
(310) 279-3220
jgorowitz@gmail.com
Business Law

James H. Goudge
Dennison, Bennett & Press LLP
Woodland Hills
(818) 716-7200
dbandp4law@att.net
Labor and Employment

Sherin E. Hackman
Tarzana
(818) 342-3522
sherinhakak@yahoo.com
Landlord-Tenant

Jeffrey L. Hoffer
Westlake Village
(805) 449-4290
jeffreyyhoffer@yahoo.com

Emily F. Holzer
Law Offices of Marcia L. Kraft
Woodland Hills
(818) 883-1330
emily@kraftlawoffices.com
Estate Planning, Wills and Trusts,
Family Law

Cory H. Hurwitz
Universal City
(818) 753-2381
chh@holawllp.com
Civil Litigation

Jeffrey C. Ingram
Penn Valley
(530) 432-1996
ingramlawoffice@sbcglobal.net
Civil Litigation

Larry G. Ivanjack
Parker Milliken et al.
Los Angeles
(213) 683-6500
livanjack@pmcos.com

Matthew K. Johnson
Westlake Village
(805) 907-5015
mkjohnsonlaw@verizon.net
Estate Planning, Wills and Trusts

Zena Mary Kalioundij
Chatsworth
(818) 800-7111
zmkalioundij@gmail.com

Paul Charles Kanno
Encino
(818) 788-1035
General Practice

Noma Kaz
Lifeline Companion Services, Inc.
Simi Valley
(818) 980-8818
LCSinhomecare@aol.com
Associate Member

Helen M. Kim
Levinson Arshonsky & Kurtz, LLP
Sherman Oaks
(818) 382-3434
hkim@laklawyers.com
Business Law, Litigation

Ilyse F. Klavir
Lancaster
(661) 945-0504
ilyse@klavirlaw.com
Business Law

Robert Korpas CPA
Glendale
(818) 649-7654
robert@erkfc.com
Associate Member

Mary P. Kulvinskaskas
Westlake Village
(805) 267-1125
mary@kulvinskaskaslaw.com
Estate Planning, Wills and Trusts

Jonathan David Leventhal
West Hills
(818) 888-2599
law@3yl.com
Law Student

Michael B. Mellema
Parker Milliken et al.
Los Angeles
(213) 683-6500
kmilstead@pmcos.com

Kathryn B. Millstead
Parker Milliken et al.
Los Angeles
(213) 683-6500
kmilstead@pmcos.com

Robert Mucic
Glendale
(818) 314-8626
bobby.mucic@thomsonreuters.com

Matthew B. Nezhad
Tarzana
(818) 758-2125
nezhadlaw@gmail.com
Personal Injury

Leo G. O'Bicunas
Zide & O'Bicunas, LLP
Van Nuys
(818) 988-0180
leo_ob@zolaw.com
Collections

Jennifer Phan
Neighborhood Legal Services
El Monte
(626) 307-3640
jenniferphan@nls-la.org
Consumer Protection, Housing

Steven R. Platt
Parker Milliken et al.
Los Angeles
(213) 683-6500
Litigation

Prabhavati Rao
Northridge
(818) 775-0103
prabharaoesq@hotmail.com
Family Law, Immigration
and Naturalization

Jay T. Rubin
Rubin & Vasquez LLP
Woodland Hills
(818) 992-2993
jrubin@rubinvasquez.com

Lauren Saven
Northridge
(818) 626-8636
lhsaven@gmail.com

Thomas E. Shuck
Parker Milliken et al.
Los Angeles
(213) 683-6500
tshuck@pmcos.com

Paul D. Spear
Tarzana
(818) 344-5100
pspearlaw@yahoo.com
Family Law

Benjamin Taylor
Parker Milliken et al.
Los Angeles
(213) 683-6500
Labor and Employment

Rhodah Van Der Schyff
Parker Milliken et al.
Los Angeles
(213) 683-6500
rvanderschyff@pmcos.com
Intellectual Property

Gregory Andrew Yates
Encino
(310) 858-6944
gyates@gregoryayates.net

DOMAIN NAME PROTECTION

Domain Name Arbitrations
Cybersquatting Litigation
Trademarks

John R. Yates
jyates@greenbass.com

G&B
GREENBERG & BASS LLP

16000 Ventura Blvd., Suite 1000
Encino, CA 91436
818-382-6200
www.greenbass.com

Staff Profile

SFVBA Welcomes Jennifer Jimenez



JENNIFER JIMENEZ WOULD like to thank the San Fernando Valley Bar Association for giving her the opportunity to fill the position as Member Services Coordinator. She is appreciative of the chance to work with great people and hopes to use this experience as a learning tool.

As Member Services Coordinator, she will provide administrative support to SFVBA members, staff and the community. Also, she will take on the role of administering the Mandatory Fee Arbitration program. Jimenez hopes to be a resourceful guide to SFVBA members with questions or seeking assistance.

After graduating high school in the summer of 2005, Jimenez attended the University of Utah for two years before moving back to Southern California. While attending college, she worked as a Research Assistant for a grant-funded program sponsored by the College of Social Work and The Disability Law Center.

During that time, Jimenez decided to major in Social Work. There, she experienced first hand how rewarding and self-less it felt to help people in the community and to have a true appreciation for the work. This fueled her desire for that field. Jimenez is currently attending CSUN in pursuit of a degree in Social Work. 🐾

Coming to a Mediation Near You.

"Steve Mehta is ranked as one of the best mediators..."
Gerald Macrae

"[S]ettled...an unseizable case..."
Paul Bigley

"You have a rare gift to bring about a meeting of the minds..."
Kathryn DiCarlo

"This man is a miracle worker."
Adam Silverstein

 **Steve Mehta**
MEDIATIONS THROUGHOUT CALIFORNIA

**SUPERLAWYER
MEDIATOR 2005-2006**

VALENCIA
661.284.1818

CENTURY CITY
310.657.1001

www.stevemehta.com

DARRYL H. GRAVER, ESQ.

818.884.8474
fax 818.884.8388



**Over 3,000
successful
conclusions**

**"HAVE GAVEL
WILL TRAVEL"™**

Valley Community Legal Foundation

New Opportunities in the 2008-2009 Fiscal Year



**STEPHEN T.
HOLZER**
VCLF President

ENTERING THE NEW FISCAL YEAR, THE Foundation takes this opportunity both to thank the past Board of Trustees for its work and to welcome aboard the new Board of Trustees.

The 2007-2008 Board performed magnificently. Under Marcia Kraft's leadership, not only did the Board fulfill its obligations to fund Valley-centered law-related student education and to promote Valley-connected nonprofit organizations through the award of scholarships and grants, the Board on its watch also saw the Van Nuys Courthouse Children's Waiting Room come to fruition and saw the seeds sown for the building of yet a second Children's Waiting Room at the San Fernando Courthouse.

This progress occurred against the backdrop of our most successful Law Day Gala since at least 2002. The Gala, held on June 7 at CBS Studios in Studio City, raised approximately \$48,000 in net proceeds. This near record-breaking amount will be used by the new Board to continue to promote its scholarship and grant awards – and also to contribute to the funding of the San Fernando Courthouse Children's Waiting Room.

It is particularly satisfying to reflect on the success of the Gala when one considers that the event took place in the midst of what is perceived to be a troubled economy. As the Board and its committees planned the Gala, volunteers wondered aloud as to whether the event could be successful under the circumstances. With hard work, a good cause and some good fortune, the event was a great success. The event brought in new proceeds almost right on the mark with what our Gala Budget projected.

So, the incoming Board has a challenge in keeping this momentum going through the new fiscal year. Fortunately, with a capable incoming Board Officers and volunteers, it can be done.

2008-2009 Board Officers

David Nadel, CPA, *Treasurer*

Tracy Beavers, *Vice President of Marketing*

Sharley Allen, *Secretary*

Etan Lorant, Esq., *Vice President of Scholarships*

Jodi Berman-Levine, *Vice President of Fundraising*

Marcia Kraft, Esq., *Immediate Past President*

The Officers are made up both of lawyers and of lay community representatives. This is consistent with our mission to be an organization that is legal-related, yet also reaches out into the Valley community to fulfill the Foundation's charitable functions.

It is an honor to serve as President of the Foundation for the coming year. As Jack Benny once said, "I don't deserve this award, but I have arthritis and I didn't deserve that either." The Foundation's worthy goals will be advanced to the very best during this coming year. 🐾

RICHARD F. SPERLING, ESQ.



- Complex, contested, and collaborative family law matters

- Mediations

- Member, *Los Angeles Collaborative Family Law Association*

International Academy of Collaborative Professionals

- Professor of Law:

*Southern California Institute of Law
California State University, Northridge*

Sperling & Associates

5743 Corsa Avenue, Suite 116

Westlake Village, CA 91362

(818) 991-0345 • sperlinglaw@hotmail.com

LAW OFFICES

PISEGNA & ZIMMERMAN

WILLIAM ZIMMERMAN & LORI DECRISTO

Attorneys at Law

SOCIAL SECURITY DISABILITY

All cases on Contingency Fee Basis - 25 years Experience

Accepting Cases From:

Los Angeles County

Ventura County

Santa Barbara County

San Bernardino County

Riverside County

Kern County

5170 N. SEPULVEDA BOULEVARD, SUITE 230

SHERMAN OAKS, CALIFORNIA 91403

TEL: (818) 377-2200

FAX: (818) 377-2211

Referral Fees paid within Guidelines

ATTORNEY TO ATTORNEY REFERRALS

APPEALS & TRIALS

\$125/hour. I'm an experienced trial/appellate attorney, Law Review. I'll handle your appeals, trials or assist with litigation. Alan Goldberg (818) 421-5328.

ARBITRATOR/MEDIATOR SERVICES

Edward J. Howell (818) 906-1976. Sherman Oaks Attorney, 30 years experience in civil litigation, LASC/LACBA Certified. Available on short notice, your office or mine. Reasonable fees.

EMPLOYMENT LITIGATION

Sexual Harassment Discrimination, Wrongful Termination, QuiTam/ Whistleblower, Overtime Violations, etc. 25% Referral Fee paid to attorneys per State Bar Rules. Law Offices of Jill B. Shigut (818) 992-2930.

PERSONAL INJURY/WRONGFUL TERMINATION

25-30% Referral Fee paid to attorneys on all personal injury, products liability, wrongful termination, sexual harassment, overtime violations and discrimination. Firm (Flaig, Mirroknian & Gordon LLP) has over 25 years combined experience. Contact Donald W. Flaig, Esq. (818) 255-0800 or dflaig@fmgllp.com.

STATE BAR CERT. WORKERS COMP SPECIALIST

Over 30 years experience-quality practice. 20% Referral fee paid to attorneys per State Bar rules. Goodchild & Duffy, PLC. (818) 380-1600.

EMPLOYMENT LAWYERS GROUP

Terminations • Sexual Harassment • Disability Pregnancy • Medical Conditions • Unpaid Wages & Commissions • Referral Fees Paid per State Bar Rules • 15 Years in Sherman Oaks doing Labor Law; near 100% Success Rate • Contact Karl Gerber (818) 783-7300.

EXPERT

STATE BAR DEFENSE & PREVENTATIVE LAW

Former: State Bar Prosecutor; Judge Pro Tem. Legal Malpractice Expert, Bd. Certified CA & ABA. BS, MBA, JD, CAOC, ASCDC, A.V. (818) 986-9890 Fmr. Chair SFBA Ethics, Litigation. Phillip Feldman. www.LegalMalpracticeExperts.com. StateBarDefense@aol.com.

SPACE AVAILABLE

ENCINO

High-Rise Offices. Corner office suite in full service law firm. Beautiful views and well-appointed interiors. Excellent location. Up to 4 offices available. Conference room/kitchen access, two secretarial bays, phone system/voicemail, receptionist, Internet, copiers, scanners, fax, etc. Please contact David Adelman at (818) 382-6200.

Encino Law Center. Includes 2 libraries, 3 conference rooms and secretarial space. (818) 783-0393.

SAN FERNANDO

13'x17' attorney office. Secretarial area; library/conf. room; kitchen area; utilities paid, except fax and copy machine. Two blocks from San Fernando court (444 S. Brand Blvd. Ste. 203). \$700. Call Stanley Silver (818) 361-0171.

VALENCIA

Office space and/or part time conference room use. Do you live in Valencia and need to reduce commute time? Do you have a Valley office and want to meet clients in Valencia? Full time office for rent in beautiful Valencia professional building, central atrium with water fountains and falls, easy parking, right off the 5 Freeway and Newhall Ranch Road. Office is furnished. Access to Internet and all office machines included with rental. Conference room rental only \$175 per month for 8 to 10 hours. Call David at (310) 266 8390 or email David@DLHpatent.com.

VAN NUYS

Ground floor - 1,570 to 4,745 sq. ft. available. 2 blocks from the Civic Center. New stone entry, carpet and paint. Law library, conference room included. (818) 756-2000.

WESTLAKE VILLAGE

2 room spacious executive office; shared reception; \$800/mo. +util.; Call (805) 496-5004 or (805) 660-1300.

Law firm sublease. 6 offices + 3 secretarial workstations. Entire suite or individual offices. Ideal for small firm/solo. Contact Jay (818) 865-2200, jay@rockeywahl.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.

10'x10'+ corner window office, second floor Ventura Blvd. \$750/mo. Receptionist, conference room and many amenities, possible overflow, and paralegals are available. (818) 348-3806.

Up to 3 offices and 3 secretarial bays available in prime Woodland Hills location, available approx. June 1. State of the art technology, individual storage areas, beautiful campus atmosphere. Email: michael@mirmannubman.com.

Terrific penthouse on Ventura Blvd. in Warner Center with great views. One 11x14 window office available. Receptionist, secretarial bay, kitchen, conference rooms, library, full amenities. Call Jim (818) 716-7200 x141.

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.

KEEP YOUR MONEY IN YOUR POCKET!

How to turn your out of pocket medical
expenses into tax deductions...

- DISCRIMINATORY
MEDICAL EXPENSE
PLANS
- CAFETERIA PLANS
- HEALTH SAVINGS
ACCOUNTS
- FLEXIBLE SPENDING
ACCOUNTS
- EXECUTIVE
COMPENSATION

CALL TODAY
1-800-914-3564
extension 12

Professionals everywhere are struggling with rising Health Insurance premiums and higher non-deductible out of pocket expenses.

Whether it's deductibles, co-pays, dental, vision or therapy expenses...we can show you how to turn after tax expenses into tax-deductible dollars...



CORPORATE STRATEGIES, INC.
INSURANCE & FINANCIAL SERVICES

16255 Ventura Boulevard / Suite 320
Encino, California 91436 / www.corpstrat.com
info@corpstrat.com / CA Lic. # 0C24367

Answers & Solutions



MICHELMAN & ROBINSON, LLP

ATTORNEYS AT LAW

www.mrllp.com

Michelman & Robinson, LLP is one of San Fernando Valley's largest full service law firms and is dedicated to bringing its clients the highest quality legal services.

Business & Commercial Litigation • Legislative & Administrative Advocacy • Professional Liability Advice & Litigation • Insurance Coverage & Bad Faith Litigation • Premium Financing • Labor & Employment • Real Estate & Commercial Leasing • Corporate, Securities & Business Transactions • Banking • Intellectual Property • Unfair Competition & Trade Secrets • Appellant Advocacy • Insurance Defense • Healthcare & Medical Law

*Los Angeles Office • 15760 Ventura Boulevard Suite 500 • Encino, CA 91436 • (818) 783-5530
Orange County Office • 4 Hutton Centre Suite 300 • Santa Ana, CA 92707 • (714) 577-7990
San Francisco Office • 455 Market Street Suite 1420 • San Francisco, CA 94105 • (415) 882-1570*

San Fernando Valley Bar Association

2008 Installation Gala Saturday, September 20, 2008

Woodland Hills Hilton Hotel

6:00 PM Cocktail Reception
7:00 PM Dinner

Entertainment Provided by
Taiko Drum Ensemble

Installation of San Fernando Valley
Bar Association
President Tamila C. Jensen,
Officers and Trustees

Installation of Valley Community
Legal Foundation of the SFVBA
President Stephen T. Holzer,
Officers and Directors

Presentation of President's Award
by Outgoing
President Sue M. Bendavid



Multi-level Sponsorships and
advertising opportunities are
available. Tickets are \$90 per person
and \$900 for a table of ten.

For further information,
please contact Linda at
(818) 227-0490, ext 105.

Probate & Estate Planning Section Conservatorships: To Seek or Not to Seek

SEPTEMBER 9
12:00 NOON
MONTEREY AT ENCINO RESTAURANT
ENCINO

What are the pros and cons of instituting
proceedings for adults of all ages? Attorney
Geraldine Wyle will chart the course.

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

Workers' Compensation Section AMA Requirements for Orthopedic Reports

SEPTEMBER 17
12:00 NOON
MONTEREY AT ENCINO RESTAURANT
ENCINO

Dr. Alan Roberts will review the latest
requirements for these critical reports. What
guidelines must be adhered to? Come hear Dr.
Roberts discuss how best to prepare the reports,
keeping in mind what you might inadvertently
leave out could truly hurt you and your client in
the end.

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

Women Lawyers Section Welcome to the Wedding Party: Update on Same- Sex Marriages

SEPTEMBER 18
12:00 NOON
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Attorney Wendy Hartmann will discuss how best
to advise your clients regarding estate planning
and other legal issues concerning same-sex
couples.

MEMBERS	NON-MEMBERS
\$30 prepaid	\$40 prepaid
\$40 at the door	\$50 at the door
1 MCLE HOUR	

Litigation Section How to Find and Preserve Assets in Litigation

SEPTEMBER 18
6:00 P.M.
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Attorneys Richard Weissman and David Ray will
be on hand to discuss using Receivers as an
effective tool to find, control and preserve assets
in all forms of pre-judgment and post-judgment
litigation. A must-attend seminar for civil, family
law, real property and probate attorneys.

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

Santa Clarita Valley Bar Association Foreclosures

SEPTEMBER 18
6:00 P.M.
MARIE CALLENDER'S
VALENCIA

MEMBERS
\$30 prepaid
\$40 at the door
1 MCLE HOUR

Family Law Section Tips for Navigating Through CCW Proceedings

SEPTEMBER 22
5:30 P.M.
MONTEREY AT ENCINO RESTAURANT
ENCINO

Support proceedings at Central Civil West are a
whole different "animal" than those in the
"regular" family law courts. Recently, according
to federal mandate, the state began using a new
guideline child support calculator that can only
be found online and is rumored to calculate
child support in Department of Child Support
Services (DCSS) cases differently than
DissoMaster or SupportTax. Commr. Marshall
Rieger was instrumental in the development of
the new program; he will discuss how to use the
calculator and compare and contrast its results
to our more familiar programs. Attorneys Dan
Davisson and Susan Jaeger will discuss the
unique procedures for obtaining release of
licenses (sometimes on an ex parte basis) and
other tips and pitfalls to avoid when appearing
at CCW in cases in which DCSS is enforcing
support orders.

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

Business Law, Real Property & Bankruptcy Section Anti-Trust Law Issues re: Business Deals and Disputes

SEPTEMBER 24
12:00 NOON
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Expert witness economist Paul Wassan of
Resolutions Economics will present a general
overview of the legal issues concerning anti-trust
and unfair competition that impact business
transactions and commercial litigation.

MEMBERS	NON-MEMBERS
\$30 prepaid	\$40 prepaid
\$40 at the door	\$50 at the door
1 MCLE HOUR	

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.

Stay Right Where You Are!

Is your Option at Market? What's Market?

For answers to these and other tenant questions,
call us today. You'll like the answers we have.



Consultations ■ Relocations of Office Facilities ■ Acquisitions of Office Properties

Dispositions of Office Properties ■ Subleasing of Excess Office Space

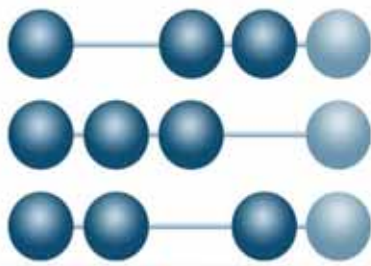
Renewals of Leases at Existing Facilities ■ Representation for the Exercising of Options

Representation for Expansions at Existing Facilities ■ Lease Restructuring



MAZ  ROW
COMMERCIAL, INC.
Tenant Representation & Advisory Real Estate Services

818.757.1164 ■ www.tenantadvisory.com



KRYCLER
ERVIN
TAUBMAN &
WALHEIM

AN ACCOUNTANCY CORPORATION

Phone: (818)995-1040

Fax: (818)995-4124

15303 Ventura Boulevard, Suite 1040

Sherman Oaks, CA 91403

E-mail: INFO@KETW.COM

Visit us @ www.KETW.COM

Litigation Support • Expert Witness
Forensic Accountants • Family Law Matters
Business Valuations • Loss of Earnings • Damages

**OFFICIAL SPONSORS OF THE
SAN FERNANDO VALLEY BAR ASSOCIATION**

Member SEC Practice Section

American Institute of Certified Public Accountants

When you need more than just numbers...you can count on us...

Call Mike Krycler or Ken Walheim