VALLEY LAWYER

SEPTEMBER 2011 • $4

A Publication of the San Fernando Valley Bar Association

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Earn MCLE Credit

The Amazon and Authors Guild Controversy

New SFVBA President Takes Office

Hollywood Presbyterian Medical Center Vice President & General Counsel Alan Sedley to be Installed September 24

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FEATURES

DEPARTMENTS

On the Cover: (L-R) Hollywood Presbyterian Medical Center's Dr. Mehdi Habibi, Director of Cardiopulmonary/Neurology Services Rose Gummadi, Dr. Antoine Y. Mansour and Vice President & General Counsel Alan J. Sedley. Photo by Rosie Soto Cohen.

Continued Direction of the SFVBA

SEYMOUR I. AMSTER
SFVBA President

THIS IS MY FINAL PRESIDENT'S MESSAGE. I have tried very hard to make each and every one of my president's messages to be informative as well as entertaining. I hope that I have been successful with these goals.

It has often been said, "Enjoy the journey while it lasts for it will be over before you know it." Nothing could exemplify this statement more than being president of this organization for a year. The year has gone fast. The journey was not only enjoyable but also fulfilling.

Now as I start to gaze back upon the year, I am thankful that due to the help I received from the staff, the board, the officers, and of course our esteemed incoming President, Alan Sedley, and our Immediate Past President Robert Flagg, I was able to accomplish the tasks that I endeavored to accomplish.

It must be remembered that the programs I concentrated upon were not a product of my creation but were an expansion of the programs put into place by my predecessors. It is of course my firm wish and desire that the future presidents of the Bar will continue this policy of building upon the foundations created by myself and my predecessors, that they have an influence on the direction as well as the expansion of these programs, and allow myself and other past presidents to aid in these endeavors.

It is no secret that one of the paramount goals of my administration was to increase the Bar's participation in our schools. I am pleased to report that we have built a solid foundation for our involvement in the high schools of our community. Our Law Post program is strong and thriving with a membership of more than 300 students.

During my tenure, we have had the adoption of three high schools by prominent firms of our community. Greenberg & Bass adopted Grant High School; Alpert, Barr & Grant adopted Canoga Park High School; and Wasserman, Comden, Casselman & Eisenstein adopted Northridge Academy High School. With the help of these firms as well as other members of our fine organization, we have been able to bring the programs of our Horace Mann Project to these schools.

In the coming years the Bar's reputation will be enhanced as we serve the community by not only expanding these programs at our adopted high schools, but reaching out to other schools, not only high schools, but middle and elementary schools as well. We must endeavor to create networking opportunities for our members that participate in these programs, by hosting fundraising events for the various schools, allowing our members to interact with non-lawyer community members who are also involved with these various schools – allowing all of us to work together, helping students to achieve, while giving all of us the opportunity to network.

Our organization sponsored the debate in the last hotly contested district attorney's race. This was a product of the leadership of an esteemed past president Lyle Greenberg and Trustee Gerald Fogelman. Once again there will be a hotly contested district attorney's race. Once again the SFVBA will step to the forefront and will be hosting a debate among the candidates, with the help of other organizations that we believe will enhance this event.

It is my hope and desire that we continue to be the organization that creates a forum for the public to become informed on the legal issues affecting them. As an organization that chooses to be neutral in these elections, we are in the unique position of being able to be the organization that acts as the entity to ensure the public is well informed when they cast their votes. I would like to see us expand this role, hosting debates on propositions, as well as other elections that are law related. We must continue to be an organization that endeavors to enlighten the public on the legal issues that affect their lives.

The SFVBA has had a long and close relationship with Neighborhood Legal Services ("NLS"). During my presidency, I worked to strengthen that bond. NLS is involved with a wonderful program called the "Family Justice Center" located in Van Nuys. The purpose of the Center is to aid victims of domestic violence as well as sexual assaults in their hour of need. A victim can go there, be interviewed by the police, and be medically examined. In addition, they can seek to qualify for legal representation from NLS to seek a restraining order.

NLS needs our help in seeking these restraining orders. There are too many victims for them to represent, and some do not qualify for their services. A committee of our Association

has been put into place to seek volunteers to work with NLS to represent these victims in their hour of need. I am hopeful that our members will answer the call and volunteer to help these individuals. We must continue to be an organization that endeavors to help our public, so the citizens of our community understand that lawyers do care.

As your SFVBA president, I have striven to bring us closer to our sister organization, the Valley Community Legal Foundation ("VCLF"). The president of VCLF, Michael Hoff, has been a wonderful ally in this endeavor. In the years to come, I hope to see our two organizations become even closer. We need to march forward hand-in-hand as we strive to help our community on common causes.

I have full faith that members of our Executive Committee, our future presidents, will continue to march us forward in the same direction that our past presidents have led. Our SFVBA members have chosen well, our future leaders have the qualities needed to enhance our beloved organization.

When I sit on the board next year, I will no longer see the trusted face of a good friend, Robert Flagg. Robert has helped our organization in so many ways. He has quietly just "gotten the job done." When I asked him this year to take care of some issues for me, he agreed without hesitation, and the next thing I knew it was resolved.

Someone said to me recently that there were "no issues during your presidency." I just smiled and nodded, then said "Well, I had Robert and Alan at my side." I know that future presidents will also have Robert at their side, even though his warm smile will not be present at our board meetings. Let me take the time to say on behalf of all our members, "Thank you, Robert, our good friend, for doing all that you have done to make our Bar into a better organization."

Seymour I. Amster *can be contacted at Attyamster@aol.com.*

SFVBA Sets Up New Committee to Help Members Avoid Calls from State Bar

The San Fernando Valley Bar Association has established a Client Communications Committee (CCC) to deal with the number one reason for client discontent — poor communications.

SFVBA members may contact the Committee through Executive Director Liz Post with a summary of any problem having its roots in poor communications between attorneys and their clients. The problems can be general, or specific to lawyers in a particular field of law. Issues, questions or problems should be mailed or faxed to Post at the Bar offices or emailed to epost@sfvba.org. If requested, any identification of the sender will be removed and transmitted anonymously to the CCC.

The Committee is chaired by Phil Feldman, SFVBA trustee and legal malpractice expert. Feldman will solicit the views of committee members, a group of about a dozen exceptionally experienced volunteer specialists who are stalwarts in almost all fields of law. The CCC will publish one problem and the group's response in Valley Lawyer each month. The Committee will also publish hypothetical, but very real, communication problems in the practice of law.

The Client Communications Committee hopes to reduce members' negative contacts from the State Bar. As interest in the program develops, other SFVBA members will be requested to join the CCC and assist in its growth into a true Client Relations Committee. For now, the CCC is an opportunity for members to share some of the issues they have observed and dealt with over the years.

From the Executive Director

ELIZABETH POST
Executive Director

In Honor of a Valley Lawyer

CHARLES T. MANATT PASSED AWAY on July 22, 2011 at the age of 75, due to complications from a stroke he suffered last November. He is renowned in the legal and political world for serving as Chairman of the Democratic National Committee (DNC) from 1981 to 1985; his appointment as U.S. Ambassador to the Dominican Republic from 1999 to 2001 by President Bill Clinton, whom he served as co-chairman of his presidential campaign in 1992; and as founder of the national law firm Manatt, Phelps & Phillips, LLP.

Charles T. Manatt

Chuck, as friends and colleagues refer to him, is also remembered by *Valley Lawyer* for a distinguished career that began in Van Nuys in 1964, and his tenure as president of the San Fernando Valley Bar Association in 1971. He continued to maintain his membership in the SFVBA up until his illness.

David Fleming, a fellow Iowa native, has known Charles Manatt since 1962. "I first met Chuck when we were in the Army Reserve Judge Advocate branch. We both held the rank of captains. Chuck was working for Gene Wyman's law firm at the time, just starting a banking practice. He said he wanted to start his own firm and I convinced him to locate in the Valley. I said you get so much more house for the money so come out here. And with a banking practice you can locate anywhere. He and [his wife] Cathy bought a house three blocks from mine," says Fleming.

"He opened his one man office next to mine on the seventh floor of the old Valley Federal Savings building in Van Nuys in 1964. Later, when Tom Phelps left O'Melveny to join Chuck, he moved down to the fifth floor of the building and their firm was launched. They were joined months later my Milt Copeland and later by Alan Rothenberg. Later on, at Tom Phelps' urging, the firm moved to Century City. Eventually, Chuck located to their Washington D.C. office."

Fleming, now Of Counsel to Latham & Watkins, has warm memories of his dear friend, "In 1969, together with our wives, we traveled to the 100th anniversary meeting of the ABA, which was held in London. The day we landed in London it was 100 degrees - the hottest day anyone there could remember. My wife, Jean, and I accepted Chuck's invitation to attend the Democratic convention in Denver with him and Cathy three years ago. Chuck and I remained friends for nearly 40 years and played a lot of golf together. I will miss him – as will thousands of others whose lives he had touched."

I personally had the pleasure of meeting and interviewing Chuck in 2001 for the San Fernando Valley Bar Association's 75th Anniversary History Project. He talked about the Bar's role in the late 60's and early 70's, as more women were becoming lawyers and the Bar was forming alliances with Neighborhood Legal Services and other legal aids.

He took pride in introducing the SFVBA to Sacramento and state politics. Chuck conducted his June Board meeting in the State Capitol, where our bar leaders visited with legislators and lunched with the majority and minority leaders. Speakers at the general bar meetings in 1971 included California Secretary of State Edmund "Jerry" Brown, Jr., Attorney General Evelle Younger and Assembly Speaker Bob Moretti.

Charles Manatt left an impression on many Valley lawyers. "Chuck was my neighbor. His office was around the block [from mine]," remembers Phil Feldman, a current Bar trustee who has practiced in the Valley since 1967. "He was probably one of the smartest and most people-oriented persons I ever met. I remember spending a lot of time with him in San Diego at the State Bar's Annual [meeting]. He didn't "work a crowd of lawyers; instead, he'd really communicate with each one individually, always leaving a "friend".

"Chuck left our community, and around thirty years later I needed endorsements from nationally known lawyers for an office I ran for. I hadn't the foggiest [idea] where his D.C. office was so I went to their Olympic Boulevard branch in Los Angeles and dropped off a note to him reading "I don't suppose you remember me but…." A short time later, I received his warm, personal letter, recalling details of our conversations many years before and unequivocal support for someone he hadn't talked to in 30 years!"

Criminal defense lawyer Bruce Kaufman of Encino, who served on the Board of Trustees starting in 1972, eulogizes, "[Chuck] was just a wonderful guy who rose to preeminent status. He was a really good person of the highest integrity – if he gave you his word, that was it."

Al Ghirardelli, president of the SFVBA in 1955, sums it up best, "He was just a classy guy and a very good lawyer."

***Liz Post** can be contacted at epost@sfvba.org or (818) 227-0490, ext. 101.*

SFVBA President Charles T. Manatt (bottom right) at 1971 Installation dinner with fellow bar officers and judicial dignitaries.

SOCIAL MEDIA FOR ATTORNEYS

By Irma Mejia

The San Fernando Valley Bar Association is committed to engaging its members via social media, as well as offering online networking tools and social media workshops to help its members market themselves and their practice.

Connect with SFVBA on Facebook and Twitter!

THE BUZZ WORDS OF THE DAY ARE "social media" Often heard on TV, radio, around the water cooler, from clients, colleagues and especially today's youth – everyone's talking about social media. Everyone seems to be using it. But what exactly is it? And how can it benefit an attorney?

Social media is a valuable platform through which individuals or organizations can interact with one another. It can be informative, entertaining, personal, professional, private or public. One's goals will dictate how to best utilize this new medium.

How can it benefit SFVBA members? Social media offers simple and, most importantly, free avenues for attorneys to market themselves and their practice. By creating an online presence, attorneys can be in control of what is presented about their practice. Many SFVBA members are already on these platforms and may not know it. For example, the San Fernando Valley Bar Association was already listed on Yelp before the Bar claimed its page this past spring. Whether SFVBA is aware of it or not, the Bar is being rated and discussed through online media. It is to an attorney's benefit to claim any online profiles and take control of his or her online presence. While it is impossible to control what people say about one another, SFVBA attorney members can certainly have a stake in presenting their brand.

Social media also provides an excellent venue for networking and professional development. A LinkedIn profile can help an attorney make professional connections to other attorneys or clients. A Twitter account can enable legal professionals to keep up with research from experts in a specific area of practice. Attorneys can share their own expertise and make a name for themselves by blogging. Depending on how an attorney utilizes it, social media can become a helpful tool in one's practice.

One thing is certain: social media is here to stay. And it's not just for kids. A 2010 study conducted by the Pew Research Center's Internet and American Life Project indicates that the fastest growing segment of social media users are adults ages 50 and older.[1]

While the heaviest users continue to be young adults, social media is clearly a platform for everyone. No, it won't be the end of one's world if resistant to jumping on board, but by remaining on the sidelines one may be missing out on vital professional connections with colleagues and potential clients and associates.

The SFVBA is aware of the value of this new medium. The Bar currently has active Facebook, Twitter, LinkedIn and Yelp pages. The Bar can even be found on Foursquare. These platforms allow us to connect and interact with SFVBA members and the Valley community. It also provides the Bar with a new and cost-effective method for marketing member services to a new demographic. Through this new media, the Bar is able to provide more up-to-the-minute announcements about Bar activities and community legal news.

To illustrate how useful these sites are in connecting with our community, consider the following facts:

- SFVBA's **Twitter** feed is followed by 164 individuals.
- SFVBA's **Facebook** posts have received an average of 337 impressions each. With 116 official fans or "Likes," the posts are being viewed by unofficial followers, maybe even potential members, volunteers or community members in need of our services.
- SFVBA's **Yelp** page had an average monthly page view of 8. This may not seem like a large number but it's significant considering the fact that Yelpers look up organizations and businesses before patronizing them. These page views matter.

The San Fernando Valley Bar Association encourages its members to take advantage of the tools available through social media and to interact with the Bar through this new avenue. For those who are new to this platform, the Bar's

pages could function as a welcoming springboard into social media. SFVBA's Facebook and Twitter accounts are updated almost daily and offer a convenient and unobtrusive way to stay in touch with the Bar. Members that have not yet checked them out, please do so.

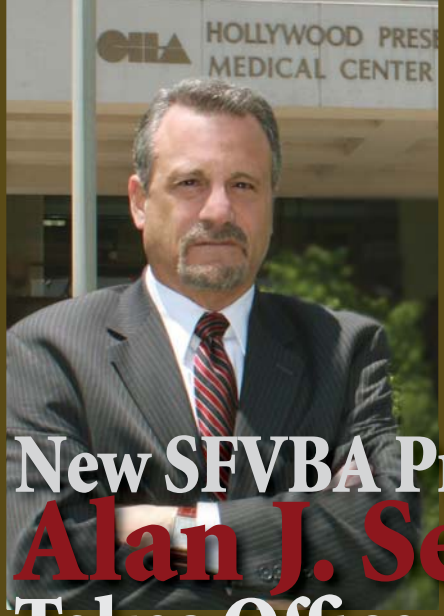
SFVBA members can show support by "Liking" the Bar on Facebook. **Bar members with *smart* phones can scan the QR-Code (QRC) below to connect directly to the SFVBA Facebook page.**

Also, feel free to add the SFVBA to one's Twitter feed, writing a review of the Bar's work on Yelp and sharing the SFVBA social media sites with one's personal networks.

For the "Facebook Generation," social media is integrated in nearly every aspect of their lives. They use it for work, networking, professional development and for keeping up with family and friends. It may be second nature for college students and recent grads, but since it's not for many others, the SFVBA will be offering a basic introduction to social media through a free seminar here at the Bar's offices this fall. The San Fernando Valley Bar Association looks forward to seeing its members online soon.

***Irma Mejia** is the Member Services Coordinator at the SFVBA. She is the first point of contact for many of the Bar's members and manages the SFVBA membership database. Mejia also administers the Mandatory Fee Arbitration Program and manages the Bar's social media efforts. She can be reached at (818) 227-0490, ext 110 or irma@sfvba.org.*

1. Madden, Mary (2010). Older Adults and Social Media: Social networking use among those ages 50 and older doubled in the past year. Pew Research Center. Retrieved from http://www.pewinternet.org/Reports/2010/Older-Adults-and-Social-Media.aspx.



New SFVBA President Alan J. Sedley Takes Office

By Angela M. Hutchinson

ON SEPTEMBER 24, 2011, ALAN SEDLEY WILL be inducted at the SFVBA's Annual Autumn Gala as the 86th president of the San Fernando Valley Bar Association. On behalf of its members, volunteers, and staff, the SFVBA would like to extend appreciation to the presiding president, Seymour Amster, for his year of leadership and service.

"Seymour Amster fulfilled his role as Bar President with humor, grace, dignity and most of all, exhaustive dedication to the program he most cherishes – the introduction to, and education of our youth to the legal profession," says Sedley. "I learned much from Seymour, and though I am much funnier and better looking than him, am grateful for the leadership, inspiration and vision he displayed this past year."

Valley Lawyer interviews Alan Sedley on his background, vision for the Bar and experience as a long-term member of the SFVBA.

About Alan J. Sedley

Born and raised in Cleveland, Ohio, Sedley attended Boston University and the University of Cincinnati where he received his bachelor's degree in Psychology. Later, he earned his Juris Doctor degree from the Cleveland-Marshall College of Law.

Sedley first practiced general civil litigation, then progressed to a specialization in health law and employment law. As he developed his health law practice (representing both physicians and hospitals in litigation and regulatory/administrative matters), he earned his certification in biomedical ethics. Sedley currently serves as Vice President and General Counsel at CHA Hollywood Presbyterian Medical Center. He annually instructs oncology fellows in bioethics and health law at the John Wayne Cancer Institute.

Since 2003, Sedley has served on the SFVBA board and has been frequently involved with the Bar's programs and services. He is also an active member of the Valley community and has served on several boards, including president of his synagogue, Temple Aliyah, and Chairman of the Board for HCA West Hills Hospital. Sedley is married with three children. He takes pride in striving to maintain a balanced life, both professionally and personally.

***VL:* What are some of your main goals/initiatives as president of the Bar?**

AS: My vision is that the SFVBA become a "must-have" organization to the members of the legal community, and a "must-need" organization to residents and businesses of the San Fernando Valley. To that end, I plan to initiate, with the support and active participation of the Board of Trustees, thoughtful and well-planned programs, committees and sections that will be fresh, innovative and above-all, meaningful to our legal, business and residential communities.

This should be received well by the incoming Board, inasmuch as many of the new committees and sections we will roll out this year were solicited by me at one-on-one meetings from members in advance of this new Board term. Many trustees will be in charge of a portfolio that was, in effect suggested by him/her and reflects a goal or mission they possess. I will ask that each trustee assume a chairpersonship role with a particular portfolio, perhaps marking the first time that this goal has been sought. No Board member of any non-profit organization such as ours should view their role as merely attending a monthly board meeting. To be successful trustees, each must assume responsibility, seek to be engaged, and invested in the process.

Finally, through the creation of a mentorship program, I hope to instill in our lawyers, both new and experienced, a sense of passion for the area(s) of law they engage in each working day. More on that another time.

***VL:* How has your involvement with the SFVBA enhanced you or your practice?**

AS: Above all, my involvement has reshaped my view of the legal profession in general, and lawyers in particular. Though reluctant to admit, my standard line to friends many years ago was that my idea of a great social gathering was one where I was the only lawyer in attendance. In looking back, perhaps I felt that way early in my career because, (a) I was intimidated by the shop-talk of other lawyers as it gave rise to any insecurities I was having about my own skills and accomplishments, (b) I was hesitant to admit to the general public that I was a lawyer because I assumed such would be followed with one of the many distasteful lawyer jokes, or (c) I failed to fully recognize and appreciate the undeniably rich history of our legal profession, and the august responsibilities associated with, and constant relevance of the legal profession.

Perhaps it was a combination of each. It is daunting to imagine our society without the law, without its jurists and its lawyers, for even one day. This simple fact, lost on me early in practice, sits atop each shoulder every working day. And as for the lawyer jokes, I choose to take each as one's "peculiar" acknowledgement and recognition of the sheer importance and necessity of the legal profession. And occasionally, the jokes are funny.

***VL:* Why do you feel it is important for SFVBA members to be active members?**

AS: Just as I believe that Bar board members need to assume specific responsibilities in order to feel engaged and invested in the organization, so too should its members. I won't deny that the Bar depends upon Bar

members, and in turn, their membership dues, to help support our many programs, activities and sectional offerings. But the Bar needs to be relevant to its members, a "must-have" organization as I have mentioned before.

Initially, the burden to make this a reality rests squarely with the Association, its board members and its staff. We need to promote new and meaningful programs while constantly strengthening those that already exist; offer entertaining mixers and events that create an atmosphere for meaningful networking and enjoyment; and demonstrate to our members that we each have an opportunity as well as a responsibility to our community to offer meaningful assistance, whether it be educational, financial or emotional support. Once offered, it is up to each Bar member to embrace the opportunities that should serve as a vehicle to enrich their practices, their Bar association and the Valley business and residential communities.

***VL:* What are you most looking forward to during your tenure as president?**

AS: Leading the charge as our board seeks to accomplish each and every goal that our board sets out to achieve. Embracing the challenges that leadership demands, while working alongside a great group of people – members of our current board and Bar staff – as we blaze the trail towards our Bar's 100th year.

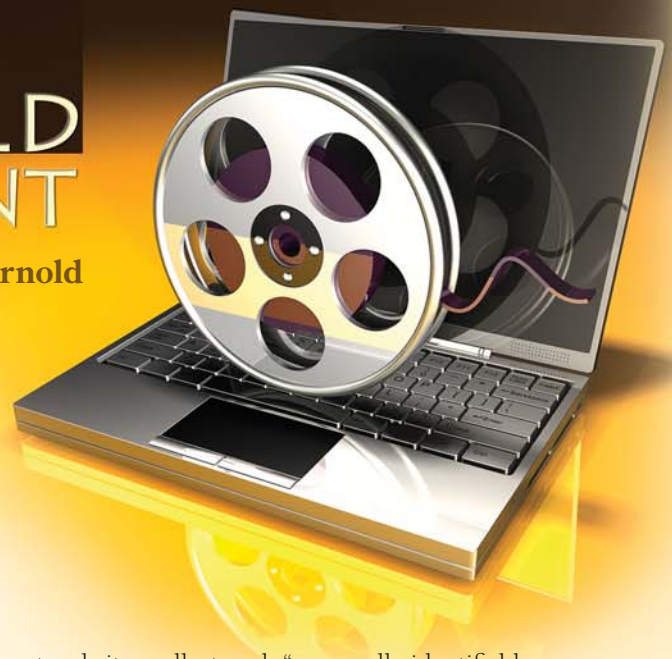
***VL:* What aspect of the Bar's services is its most valuable asset and why?**

AS: Lawyers have the opportunity to commiserate with one another, to share the joys of victory and the lessons of defeat – to teach and to learn together. Members can refer a neighbor or a friend to our superb Attorney Referral Service, confident with the knowledge that they will be well-served. They can socialize amongst colleagues, be they firm or court staffers, attorneys or judges from our local courts, at a venue such as our Autumn Gala or Judges' Night, to introduce one another to our spouses or significant others.

Angela M. Hutchinson *is the Editor of Valley Lawyer magazine and has served the SFVBA in this capacity for the past 3 years. She also works as a communications consultant, helping businesses and non-profit organizations develop and execute various media and marketing initiatives. She can be reached at editor@sfvba.org.*

The Web's World of Entertainment

By Jonathan Arnold



EVERY WRITER, DIRECTOR, PRODUCER, CASTING agent, production company, post-production house and studio likely have a webpage. The internet is one of the most cost-effective ways to research information on people and places. It is also a commonly used resource to purchase services and goods such as a movie ticket to a client's film.

Chances are, most attorneys have a firm or personal webpage, and if not, they should and so should their clients. Here's why: aside from having the ability to look insanely cool, webpages can have embedded practically any media. A client that is a musician looking for a publisher will want a webpage to have his/her downloadable music files. A writer client that just produced a feature film will want a webpage to showcase trailers. An attorney's actor client who does voice over will want audio samples of his/her voice readily available on a personal webpage.

That being said, many entertainment-based webpages are lacking a posted privacy policy. In California (where there is a high amount of entertainment activity), the law (as embodied in Business & Professions Code §§22575-22579) requires that operators of a commercial website or online service that collects "personally identifiable information" post a privacy policy on the website and also to comply with that posted privacy policy.

Do most websites collect such "personally identifiable information"? Generally, yes; as soon as there is the ability for a user of a particular webpage to request information online "personally identifiable information" is collected. Specifically, "…[t]he term 'personally identifiable information' means individually identifiable information about an individual consumer collected online by the operator from that individual and maintained by the operator in an accessible form, including any of the following: [a] first and last name; [a] home or other physical address, including street name and name of a city or town; *[a]n e-mail address;* [a] telephone number; [a] social security number; or, *[a]ny other identifier that permits the physical*

or online contacting of a specific individual." Bus. & Prof. Code §22577(a)(1)-(6) [emphases added].

Importantly, the above definition dovetails with the law viewing one's website as "commercial" even though one might think it's not. Most folks set up a webpage in the hopes of doing everything to finding an agent to obtaining financing for their project. These are all commercial activities. And they should be.

Also, using one's webpage to engage in "data mining" (e.g., whose looking at my webpage? how often? have they bought tickets? are they coming to my posted premiere? what sorts of information are they requesting? and so on, and so on) is not only permitted, it's a good way to find out if one's webpage is generating the "buzz" desired.

To do this, though, one better be operating within the bounds of the law. The good news about California's requirements vis-à-vis privacy policy compliance is that Business & Professions Code §§22575-22579 is not difficult and clearly enumerates what's required, containing some pretty clear guidance.

As to posting, §22577 provides, "[t]he term 'conspicuously post' with respect to a privacy policy shall include posting the privacy policy through any of the following: [a] webpage on which the actual privacy policy is posted if the webpage is the homepage or first significant page after entering the web site; [a]n icon that hyperlinks to a webpage on which the actual privacy policy is posted, if the icon is located on the homepage or the first significant page after entering the web site, and if the icon contains the word 'privacy' the icon shall also use a color that contrasts with the background color of the webpage or is otherwise distinguishable; [a] text link that hyperlinks to a web page on which the actual privacy policy is posted, if the text link is located on the homepage or first significant page after entering the web site, and if the text link does one of the following: [i]ncludes the word 'privacy'; [i]s written in capital letters equal to or greater in size than the surrounding text; [i]s written in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the language; [a]ny other functional hyperlink that is so displayed that a reasonable person would notice it." Bus. & Prof. Code §§22575, 22577(b)(1)-(4).

As to the content required, a webpage's privacy policy must do all of the following: "…[i]dentify the categories of personally identifiable information that the operator collects through the website or online service about individual consumers who use or visit its commercial website or online service and the categories of third-party persons or entities with whom the operator may share that personally identifiable information; [i]f the operator maintains a process for an individual consumer who uses or visits its commercial website or online service to review and request changes to any of his or her personally identifiable information that is collected through the website or online service, provide a description of that process; [d]escribe the process by which the operator notifies consumers who use or visit its commercial website or online service of material changes to the operator's privacy policy for that website or online service; and, [i]dentify its effective date." Bus. & Prof. Code §§22575(b)(1)-(4).

In addition to his work as the voice for Finz's Advance Tapes on California Civil Procedure, Discovery & Evidence, ***Jonathan Arnold*** *manages the law firm of Arnold & Associates, where his work emphasizes the aerospace, employment, entertainment, high-technology, insurance and media fields. He can be reached at (818) 332-4332 or arnoldandassocs@gmail.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 21.

RECAPTURING COPYRIGHTS:

A Window of Opportunity for Creators

By Dorothy B. Richardson

MANY OF THE MOST successful musical recordings and songs of the 20th century (music written and performed by the Rolling Stones, the Beach Boys, the Allman Brothers Band and the Jackson Five, for example) are fast approaching their "termination window," meaning that the creators of these recordings and musical works may have the right to reclaim copyrights previously assigned to record companies and music publishers.

The Copyright Act of 1976, as codified in Title 17 of the United States Code ("Copyright Act") contains provisions that permit copyright authors to terminate previously executed transfers and licenses of copyrights. Congress' stated purpose in providing a right of termination was to safeguard authors from "unremunerative transfers…made before the author had a fair opportunity to appreciate the true value of his work product." House Report on the Copyright Act of 1976, page 134; *Mills Music, Inc. v. Snyder et al.*, 469 U.S. 153 (1985). In other words, because of his unequal bargaining power, the author was given a "second bite at the apple."

Post 1978 Transfers

Under section 203 of the Copyright Act, the exclusive or nonexclusive grant of a transfer or license of copyright or of any right under a copyright, executed by the author on or after January 1, 1978 (the effective date of the Copyright Act of 1976), otherwise than by will, is subject to termination by the author or his heirs. The "termination window" is a five-year period beginning at the end of thirty-five years from the date of execution of the grant; or, if the grants covers the right of publication of the work (i.e., a book publishing agreement), the period begins at the end of thirty-five years from the date of publication of the work under the grant or at the end of forty years from the date of execution of the grant, whichever term ends earlier. 17 U.S.C. §203(a)(3). The first of these post-1978 grants are therefore subject to termination as of January 1, 2013.

The author may effect a termination by serving a "termination notice" upon the grantee or the grantee's successor in title. The notice must be served not less than two or more than ten years before the effective date of the termination. 17 U.S.C. §203(a)(4)(A). A copy of the notice must also be recorded with the Copyright Office before the effective date of termination, as a condition to its taking effect.

For example, the author of a book published on July 1, 1978, subject to a publishing agreement executed on January 1, 1978, could serve a notice to the publisher on July 1, 2011 stating that on July 1, 2013, the transfer of literary rights will terminate and the author will recapture the rights to his book. The termination window opens on July 1, 2013 and closes on July 1, 2018. If the author fails to serve a termination notice by July 1, 2016 (two years prior to the last possible effective date of the termination), the termination right lapses.

Pre-1978 Transfers

The Copyright Act contains a similar provision permitting the termination of transfers made under the Copyright Act of 1909, the predecessor to the current Copyright Act. In the case of any copyright subsisting in either its first or renewal term on January 1, 1978, other than a copyright in a work made for hire, the exclusive or nonexclusive grant of a transfer or license of the renewal copyright or any right under it, executed before January 1, 1978 is subject to termination. 17 U.S.C. §304(c).

Termination of a grant made prior to 1978 may be effected at any time during a period of five years beginning at the end of fifty-six years from the date copyright was originally secured, or beginning on January 1, 1978, whichever is later. 17 U.S.C. §304(c)(3). Ironically, it may be possible to terminate some transfers made under the current Copyright Act prior to certain transfers made under the prior Copyright Act. For example, the Rolling Stones album, "Love You Live," released in 1977, could be subject to recapture in 2033, while a subsequent Rolling Stones album, "Some Girls," released in 1978, could be subject to recapture in 2013. Similar to Section 203, the termination notice must be served not less than two years nor more than ten years before the effective termination date. 17 U.S.C. §304(c)(4).

A similar termination right is available for certain copyrights that were extended under the Sonny Bono Copyright Term Extension Act (effective October 27, 1998), which extended the term of pre-

1978 copyrights by an additional 20 years. If the termination right under §304(c) has expired, the author can still terminate under §304(d) during a five-year period beginning at the end of 75 years from the date copyright was originally secured. 17 U.S.C. §304(d)(2).

Works Made for Hire Exception

It is important to note that the termination right does not apply to "works made for hire." 17 U.S.C. §203(a) and 17 U.S.C. §304(c). Under Section 101 of the Copyright Act, a "work made for hire" is defined as: "(1) a work prepared by an employee within the scope of his or her employment; or (2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire."

Under the definition of a "work made for hire," it is clear that any tranfer of creative works that are commissioned to be incorporated into a motion picture (for example, the director's or cinematographer's creative contributions) is not subject to termination. Otherwise, the entire financial model of making and distributing motion pictures would be subject to extreme disruption as any contributor could in theory halt the further distribution of the picture. However, a literary work adapted for use in a motion picture may be subject to a termination right. As discussed below, the Copyright Act contains important exceptions designed to protect motion picture studios, and other parties that own or have rights to use derivative works based on original, underlying works that are subject to recapture.

Sound Recordings – Works Made for Hire?

The applicability of the termination right to sound recordings has been the subject of considerable debate over recent years. Most recording contracts contain "belt and suspenders" language which provides that (i) all master recordings made under such agreement or during its term, from the inception of their recording, will be considered as "works made for hire" for the record label; and (ii) if any such master recording is determined not be a "work made for hire," the agreement constitutes an assignment of all copyrights therein. Such language implicitly acknowledges the possibility that a sound recording may not be considered a "work made for hire."

In analysing the definition in Section 101 of the Copyright Act, it is unclear whether a recording would be considered a "work made for hire." It seems fairly evident that a recording artist or the members of a musical group are not "employees" of the record label. Indeed, most recording contracts also contain language specifically stating that the artist is an independent contractor and not an employee of the record label. On the other hand, one could make the argument that an artist's vocal performance, for example, would be considered as a "contribution to a collective work," as the recording could also include production, instrumentation and other elements.

The Copyright Act defines a "collective work" as "a work, such as a periodical issue, anthology or encyclopedia, in which a number of contributions, constituting separate and

independent works in themselves, are assembled into a collective whole." 17 U.S.C. §101. It is debatable whether any contributions other than vocal or featured instrumental performances would constitute separate and independent works in themselves. Another argument that could be made by record companies is that a recording is a "compilation." A "compilation" is defined as "a work formed by the collection and assembling of preexisting materials or of data that are selected, coordinated or arranged in such a way that the resulting work as a whole constitutes an original work of authorship." It seems doubtful that a new recording would be considered to consist of preexisting materials.

The recording industry made an attempt to remedy this lack of clarity by inserting a "technical amendment" to the Copyright Act in the Satellite Home Viewer Improvement Act in 1999, specifically adding sound recordings under the enumerated categories of "works made for hire." P.L. 106-113 (November 29, 1999), the Intellectual Property and Communications Omnibus Reform Act of 1999, Title I, §1101(d).

This amendment was apparently passed in the dead of night without input from the creative community. Once various artist groups became aware of the change, there was a huge backlash, prompting the recording industry's lobbying group, the Recording industry Association of America (RIAA), to withdraw the controversial language.

This is reflected in the following language which was added to the definition of a "work made for hire" in Section 101: In determining whether any work is eligible to be considered a work made for hire under paragraph (2), neither the amendment contained in section 1011(d) of the Intellectual Property and Communications Omnibus Reform Act of 1999,… nor the deletion of the words added by that amendment-- (A) shall be considered or otherwise given any legal significance, or (B) shall be interpreted to indicate congressional approval or disapproval of, or acquiescence in, any judicial determination, by the courts or the Copyright Office." For a detailed analysis of this legislation, see the Congressional Research Service Report on the "Work Made for Hire and Copyright Corrections Act of 2000, January 2, 2001.

No court has yet ruled on the issue of whether sound recordings can be properly considered as "works made for hire." However, given the looming termination window for post-1978 copyright transfers, record companies are likely to be gearing up for a major litigation on this issue. It could surface in the context of an infringement suit by a recording artist who seeks to prevent the former record label from continuing to exploit his recordings, by a record label seeking to prevent an artist from distributing his own recordings, or even in a declaratory judgment action by one or more record labels.

To further complicate the issue of termination rights, sound recordings made in the U.S. were not eligible for federal copyright protection until February 15, 1972, the effective date of the Sound Recording Amendment, Pub. Law No. 92-140, Sec. 3, 85 Stat. 391. Prior to this date, sound recordings did receive some protection under state common law, however. Common law copyrights are not terminable under §304 of the Copyright Act, which applies only to copyrights subsisting in either their first or renewal term on January 1, 1978. Foreign sound recordings, in contrast, received protection from 1921 and thereafter under the Uruguay Round Agreements Act, effective in 1996, which provided for restoration of copyrights for durationally eligible works from qualifying foreign countries. Public Law 103-465. See also *Nimmer on Copyrights* §2.10.

Foreign Works

The termination rights provided under Sections 203 and 304 of the Copyright Act only apply to the U.S. exploitation of the works. 17 U.S.C. §203(b)(5) and §304(c)(6)(E). Therefore, the transferee may still exploit the copyrights outside of the United States notwithstanding a recapture of the U.S. rights.

Derivative Works

A "derivative work" is "a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation or any other form in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, annotations, elaborations or other modifications which, as a whole, represent an original work of authorship, is a "derivative work." 17 U.S.C. §101. Creative works are often used in other works; for example, a sound recording may be used in a motion picture.

A motion picture is then a derivative work of the sound recording as well as a derivative work of a screenplay and/or a book. What happens to the owner's or licensee's rights to use the derivative work when the transfer of the underlying work is terminated? Both Sections 203 and 304 contain exceptions that protect the derivative work rightsholder in such a case.

A derivative work prepared under authority of the grant before its termination may continue to be utilized under the terms of the grant after its termination, but this privilege does not extend to the preparation after the termination of other derivative works based upon the copyrighted work covered by the terminated grant. §203(b)(1) and §304(c)(6)(A). It is difficult to determine, at times, whether a work is a republication of an existing derivative work or a new derivative work.

For example, would re-mastered recordings or colorized films be considered as new derivative works or republications of the original derivative works? If a work qualfies as a preexisting derivative work under this exception, all of the underlying agreements relating to the use of the derivative work remain in effect. For example, if a music publisher grants a "mechanical license" to a record company to use a musical composition in a sound recording, the sound recording is a derivative work of the musical composition. Not only is the record company entitled to continue to sell records incorporating the sound recordings, the music publisher is still entitled to collect royalties from the record company and share in such royalty income with the songwriter. *Mills Music, Inc. v. Snyder et al.*, supra.

Procedures for Effecting a Termination

If the grant of rights was executed by a single author, that author can effect a termination. The author's termination right vests upon the service of a termination notice on the transferee. If the author is deceased at the time of service of the termination notice, the author's surviving spouse owns the author's entire termination interest unless there are any surviving children or grandchildren of the author, in which case the surviving spouse owns one-half of the author's interest. If

the author is alive at the time of service of the termination notice and later dies, the termination interest vests in the author's heirs or beneficiaries rather than the persons specified under the Copyright Act. 17 U.S.C. §203(a)(2).

If the grant was executed by one or more authors of a joint work, termination of the grant may be effected by a majority of the authors who executed it. A "joint work" is defined as "a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole." 17 U.S.C. §101. If any of the joint authors is deceased, the termination interest of such author may be exercised as a unit by the persons, who under such provision are entitled to exercise a total of more than one-half of such author's interest. 17 U.S.C. §203(a)(1).

An interesting problem arises when it is no longer possible to locate the original transferee of the copyright. A music publisher may have gone out of business or have been purchased by another company. A record label may no longer be in existence. In that case, the author has a dilemma. Does he serve the owners of the now-defunct company, if he can locate them, with a termination notice and then proceed to distribute his recordings or musical compositions, risking an infringement suit if a successor in interest emerges, claiming never to have received a validly served termination notice?

The Copyright Office regulations pertaining to notices of termination of transfers and licenses, provide that the notice of termination shall be served upon each grantee whose rights are being terminated, or the grantee's successor in title, by personal service, or by first-class mail sent to an address which, after a reasonable investigation, is found to be the last known address of the grantee or successor in title. 37 C.F.R. §201.10(d)(1).

For purposes of the regulations, a "reasonable investigation" includes, but is not limited to, a search of the records in the Copyright Office; in the case of a musical composition with respect to which performing rights are licensed by a performing rights society, a "reasonable investigation" also includes a report from that performing rights society identifying the person or persons claiming current ownership of the rights being terminated. 37 C.F.R. §201.10(d)(3). The "reasonable investigation" provisions provide a sort

of safe harbor for the author seeking to terminate a transfer.

However, the fact that a "reasonable investigation" was not performed, does not necessarily doom the termination notice. The regulations provide that "as long as the statutory requirements have been met, the failure to comply with the regulatory provisions of paragraph (d)(2) or (d)(3) of (37 C.F.R. §201.10) will not affect the validity of the service." There is also a provision that "harmless error" will not render the notice invalid." 37 C.F.R. §201.10(e)(1). However, a failure to serve a termination notice on the grantee's successor in interest may render the termination invalid depending on the circumstances of the case. See *Burroughs v. Metro-Goldwyn-Mayer, Inc.*, 683 F.2d 610 (2d Cir. 1982). Therefore, it is prudent to serve the termination notice on the original grantee as well as any subsequent transferees that are identifiable based on a reasonable investigation.

The termination notice must also be property recorded in the Copyright Office. 17 U.S.C. §203(a)(3)(A) and §304(c)(4)(A). The Copyright Office may refuse recordation of a notice of termination if it considers the notice to be untimely filed, i.e., if the effective date of termination does not fall within the required five-year window. 37 C.F.R. §201.10(f)(4).

How to protect the Transferee from the Exercise of a Termination Right

The termination right cannot be waived by contract, including an agreement to make a will or a future grant of the termination right. 17 U.S.C. §203(a)(3)(5) and 17 U.S.C. §304(c)(5). To permit the author to waive such a right would defeat the stated purpose of the statutory termination right. House Report on the Copyright Act of 1976, supra.

Similarly, the mere categorization of a grant as a "work made for hire" in an agreement of transfer will not necessarily mean that the work qualifies as such. Although most agreements will contain a "belt and suspenders" clause as mentioned above; even the inclusion of such language will not protect the transferee against a possible termination of the grant. The transferee must build the possibiltiy of recapture into its royalty and advance calculations. The best protection may be to provide a reasonable return to the author and transparency in royalty accountings.

Impact of the Termination Right on Sales of Companies and Catalogs

In a potential sale or other valuation event of a company whose principal assets include copyrights, the potential for termination of transfers must be taken into account. The termination right should be analysed on a copyright-by-copyright basis and may result in a discount to the sales price of the company or the catalog of copyrights to be sold. This potential for recapture should be included as a checklist item in any due diligence surrounding a business that includes copyrights among its assets.

Simply because a termination right exists does not necessarily mean that a transfer will in fact be be terminated. The termination right can be used as a means of renegotiating the royalty and advance structure of the original agreement. In many cases, the transferee will still retain the right to exploit the copyrights outside of the United States. Therefore, the owner of the termination right may find it advantageous to simply renew or renegotiate the existing agreement, especially if the existing transferee has a good track record of paying royalties.

The prospect of a termination, however, should provide an incentive for companies to provide more timely and transparent royalty accountings in order to motivate authors to continue in a relationship that is terminable. Regardless of the behavior of the transferee immediately before or during the termination period, any owner of a termination right should bear in mind that he only has a limited window in which to act.

Dorothy B. Richardson *is an entertainment attorney who represents creators and producers of motion pictures, television shows, musical recordings, literary works, games, websites and mobile applications. Prior to opening her private law practice, she held various management positions with entertainment companies such as Univision Communications and EMI Latin, a division of Capitol Records. She can be reached at (818) 992-2926 or drichardson@dbrlaw.net.*

MCLE Test No. 37

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. Creators of post-1978 works have a limited 10-year window in which to recapture their copyrights.
   True
   False

2. It may be possible to terminate a post-1978 transfer prior to a pre-1978 transfer.
   True
   False

3. Sound recordings are only protected by state common law.
   True
   False

4. A motion picture is a derivative work of a screenplay.
   True
   False

5. Foreign works are not subject to a termination right in the United States.
   True
   False

6. The statutory termination right only applies to the U.S. exploitation of the work.
   True
   False

7. It is not absolutely necessary to record a termination notice as long as the author has made a reasonable investigation to locate the transferee.
   True
   False

8. Pre-1978 transfers may be terminated after 56 years from the date of the original grant.
   True
   False

9. Sound recordings are included among the enumerated categories of "works made for hire."
   True
   False

10. Foreign sound recordings at one time had greater protection than domestic sound recordings.
    True
    False

11. A musical composition is a derivative work of a sound recording.
    True
    False

12. Rights to literary works can be terminated on the later of 35 years from the date of publication or 40 years from the date of the transfer.
    True
    False

13. A termination notice must be served before the start of the termination "window."
    True
    False

14. The termination right vests in the author if he is alive at the time the termination "window" opens.
    True
    False

15. If the work has more than one author, all of the authors must sign the termination notice.
    True
    False

16. It is possible that some elements of a motion picture are not "works made for hire."
    True
    False

17. Derivative works created after the copyright in an underlying work has reverted to the author can still be exploited for the life of copyright of the derivative work.
    True
    False

18. A termination notice may be served on the original grantee or his successor in title.
    True
    False

19. Works that enjoyed an extended term under the Sonny Bono Copyright Term Extension Act can be recaptured.
    True
    False

20. "Works made for hire" include test questions.
    True
    False

MCLE Answer Sheet No. 37

INSTRUCTIONS:

1. Accurately complete this form.
2. Study the MCLE article in this issue.
3. Answer the test questions by marking the appropriate boxes below.
4. Mail this form and the $15 testing fee for SFVBA members (or $25 for non-SFVBA members) to:

   San Fernando Valley Bar Association
   21250 Califa Street, Suite 113
   Woodland Hills, CA 91367

METHOD OF PAYMENT:

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

_____
Credit Card Number Exp. Date

_____
Authorized Signature

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

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

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

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

The Amazon & Authors Guild Controversy

Legal Implications of Withholding Accessible Technology from Readers

By Robin Springer

IN FEBRUARY 2009, AMAZON released its ebook reader, Kindle 2, a portable device onto which users download books and other printed materials. Kindle, like other ebook readers, such as Barnes & Noble's Nook and Sony's Reader, offers ease of use in that the devices are thinner and lighter than traditional books, and users can download multiple books onto the device instead of carrying the individual print copies, making it more convenient.

One of Kindle 2's features, which was not available on its predecessor, is text-to-speech (TTS) to read the printed words aloud. With TTS on Kindle 2, the more than 30 million people in the United States who are print-disabled because of blindness, dyslexia, spinal cord or brain injury, or other conditions that preclude them from reading text, holding a book or turning its pages are now able to read, learn and enjoy the printed word; they can participate more fully in society.

One might imagine that authors and publishers would be thrilled with the addition of this new technology because of its potential to increase sales exponentially. But imagination is for fiction. Instead of lauding this new technological integration and welcoming a burgeoning new market, the Authors Guild and publishing houses have demanded that Amazon remove the TTS feature from Kindle 2. Amazon acquiesced, allowing publishers the option of disabling TTS on their books.

The Authors Guild states that using TTS in ebooks without paying extra for it is against the law. Publishing companies, including Random House, have sided with the Guild, disabling TTS on many ebooks.

Interestingly, the Guild has no quarrel with consumers who use TTS to read books on traditional computers. Nor does it object to users manipulating font size on Kindle. The Guild is also okay with humans reading ebooks aloud. It believes, however, that authors are entitled to additional royalties if Kindle's TTS is used.

Contract Violation

Stating that authors' contracts include only display rights, not audio rights, for ebooks, the Guild believes using TTS infringes on the author's right to collect a royalty for the audio playback and, as such, violates the author's ebook contracts. Audio rights, however, typically refer to making a recorded presentation, such as an audio book. But TTS in ebooks is not the same as audio books, which are professionally produced performances of literary works, voiced by real, live humans, replete with dramatic intonations.

"Audio books are a billion dollar market," said Roy Blount Jr., president of the Authors Guild, in an article on the Guild's website in which he could have been intimating that ebooks and audio books are one and the same. Perhaps the Guild is intentionally trying to confuse consumers by implying the products are synonymous, or perhaps it believes that Amazon, instead of authors, is benefiting from the audio rights. Maybe the Guild is concerned that as TTS becomes more natural-sounding, it will more effectively dramatize the text, competing with sales of audio books. The Guild declined to comment, so it's hard to say. (Amazon and Random House also declined to comment.)

The modulation of the human voice found in audio books, however, is not always a selling point. Many readers dislike audio books precisely because of the inflections and would prefer to purchase books that could be read with the more monotone TTS. "I prefer to hear the voice without expression," says one reader, "because it allows my imagination to step in and do the work." The inclusion of TTS with ebooks might cause these readers to opt for an ebook instead of an audio book, but no one is losing a sale.

A basic tenet of contract law is the court will not enforce a contract that is against public policy. Reading increases creativity, improves comprehension and mental acuity and allows print-disabled people to participate in the social experiences that most people take for granted. For the first time TTS offers people with print disabilities the ability to read. Denying this ability is against public policy; it discriminates by making it more difficult for a class of individuals to participate fully in society.

"The disadvantaged and disabled shoulder enough heartache and disappointment just getting through daily life," says disability law attorney Frank Darras. "The text-to-speech function sounds like a lot of noise about nothing unless you're one of the millions of print-disabled. Amazon should be corporately ashamed for adding insult to its print-impaired customer base."

Authors Guild's Contentions

The Authors Guild also contends that using TTS on Amazon's Kindle is a copyright violation. Copyright law was

created to promote creativity and reward writers for their work. This law, which has evolved since the 1700s, states, in part, that an author has the exclusive right to reproduce and distribute his work, to perform his work publicly (including digital audio transmission), and to prepare derivative works. The Guild's position is that TTS infringes on these rights, resulting in a copyright violation.

"It's not the reading of the text that creates the infringement," counters Rod S. Berman, a Los Angeles intellectual property attorney. "The TTS must actually make a copy of the words." For a violation to occur, the infringement must both be fixed in a tangible medium and remain fixed for more than a transitory amount of time. One court recently held that "buffer data is not a 'copy' of the original work whose data is buffered."

With TTS on Kindle, it is more likely that the software processes a word or sentence, dumps it from the buffer, and then starts processing the next words. "There is no reason for the software to keep text or speech data for any duration after the speech event," says Barry Romich, engineer and chief operating officer at the AAC Institute, an organization for people who rely on augmentative and alternative communication. Romich adds that the data is probably in RAM for fractions of a second, which would negate a finding of infringement.

Derivative Work Defined

A derivative work is one based on a copyrighted work, such as a play or movie adapted from a novel. A public performance occurs where the work is performed at a place open to the public or where a substantial number of people are gathered. Because public performances include digital audio transmission, the Guild would like consumers to believe that any aural presentation is a public performance, even though this is not consistent with the law.

If a theatre company performs a play adapted from a novel (a derivative work), it sells tickets (a public performance) and pays the playwright a royalty. But what if a person goes to the play with a friend who happens to be deaf and blind? If he/she signs into friend's hand so they can enjoy the play in a different format, then is that a derivative work? A public performance?

Like signing, "TTS is simply another way of presenting the same material that's available to all other consumers," says Chris Danielson, director of public relations at the National Federation of the Blind. If the Guild is so concerned about giving away for free an additional method to access ebooks, then should publishers give a discount to print-disabled consumers for the written text they cannot use?

For argument's sake, let's assume a copyright violation existed. Article 30 of the U.N. Convention on the Rights of Persons with Disabilities, signed by the United States in 2009, mandates that parties shall ensure "laws protecting intellectual property rights do not constitute an unreasonable or discriminatory barrier to access by persons with disabilities to cultural materials." Refusing access to TTS-enabled ebooks appears to violate Article 30.

"Just as people with disabilities don't pay to use parking meters, they should be able to use text-to-speech on Kindle without paying extra for the technology," says author Dylan Landis, who advocates for improving all types of access for people with disabilities.

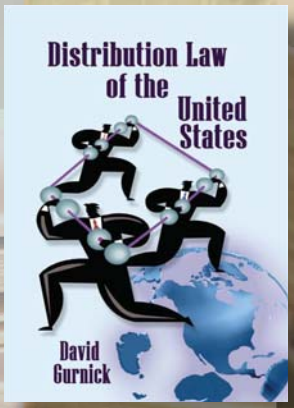
The Guild believes the Chafee Amendment – an exception to the copyright law that allows alternative formats of text to be created for people who are blind, deaf, or have other disabilities – is the answer. Verbiage in Chafee, however, suggests this exception would not apply. Further, according to Danielson, most of the nearly 30 million Americans with print disabilities do not qualify under Chafee.

As TTS continues to improve in sophistication, the struggle over copyright will likely escalate. Many, including Berman, believe this is an issue Congress will ultimately have to resolve.

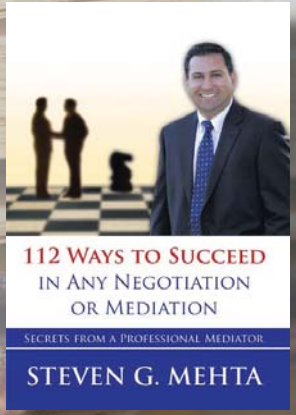
(Author's note: Amazon, the Authors Guild, and Random House declined to comment for this article.)

***Robin Springer** is an attorney in Canoga Park and president of Computer Talk, Inc, a consulting firm specializing in the design and implementation of speech recognition and other hands-free technology services. She can be reached at (888) 999-9161 or contactus@comptalk.*

SFVBA Attorneys Share Book Publishing Advice



By Angela M. Hutchinson



AFTER YEARS OF GAINING AN EXPERTISE WITHIN A CERTAIN LAW PRACTICE, MANY ATTORNEYS feel passionate about spreading their breadth of knowledge with fellow legal professionals, their clients and the public. One way for attorneys to establish themselves as an expert is to write a book categorized within the non-fiction genre such as self-help, political or historical. *Valley Lawyer* interviews two SFVBA members on how they developed their idea, the process of writing and the steps to getting published.

About the Attorneys

David Gurnick, an SFVBA officer, practices business litigation with Lewitt, Hackman, Shapiro, Marshall & Harlan in Encino. He is author of the book, "Distribution Law of the United States," published by Juris Publishing. Gurnick's book discusses law and practices that apply to selling and reselling products in the United States.

The text covers methods of distributing products (dealers, distributors, sales agents, cooperatives, mail-order, cash-and-carry, franchising, multi-level marketing, etc.), the law of sales and the Uniform Commercial Code, warranties, anti-trust, intellectual property, labeling, import regulation, product liability, and other areas of interest to manufacturers and resellers. The book is both academic, with extensive citations, and practical, including a forms appendix.

Long-standing SFVBA member Steve Mehta is an attorney mediator who helps resolve disputes in a variety of types of civil litigation. Mehta authored and self-published his book, "112 Ways to Succeed in Any Negotiation or Mediation: Secrets from a Professional Mediator."

Mehta guides the reader through all aspects of negotiating from the before the negotiation to closing the deal. The book offers powerful techniques that have been successfully used in real-world negotiations to get the maximum results in any negotiation. Readers will learn many proven and little known secrets in social science that can make the difference between a good deal and a great deal. Also, Mehta addresses how to make an opening offer, when to negotiate, what to do during negotiations, barriers exist to successful negotiations, importance of location during negotiations, and the ten most common mistakes made in negotiations.

Idea to the Page

***Valley Lawyer:* What was the motivation behind writing your book? Where did your idea originate?**

David Gurnick: Product manufacturers, resellers and their lawyers need a book that brings together the major areas of law affecting U.S. product distribution, in a useful, plain English, and interesting format. Juris Publishing recognized this. Together, we felt this book would help address that need in the United States, and abroad. No other book covers the subject of distributing products this way.

Steve Mehta: I had read many books on negotiations and found that many of the books would provide a lengthy discussion of a particular topic but would not provide any significant take away points for the reader to consider. You would have to really digest the material in depth to be able to try and apply it into real life. I felt that there needed to be a book that was easier to digest for the busy person.

I developed the concept of *112 Ways* based on the intent to creating a book that would satisfy readers that were new to negotiations but would also provide valuable information to experienced negotiators. In college, a 100 series is a starter series for classes. Usually the classes that were numbered higher than 100 are higher than the basic class on the topic. 112 symbolized the appeal to the basic negotiator while providing the experienced negotiator with insight. Ultimately, this is a book that will provide useful insight to all levels of readers.

***VL:* Tell us about your process of securing a publisher.**

DG: Ten years ago, I wrote a book published by Juris Publishing, about taking depositions in franchisor-franchisee cases. We had a good experience working together. It was gratifying that Juris reached out to me, asking me to develop an outline and write this book. My law practice focuses on franchise companies and companies that manufacture and distribute products and services, so I was enthusiastic to work with Juris Publishing on this project.

SM: There were several thoughts that went through my mind for publishers. First, when you are targeting a broad market that is not just lawyers, you are looking for a publisher that is a mainstream publisher. Generally, you need to get an agent to submit the book on your behalf. Then the agent needs to get it to a publisher. That takes a lot of time.

Second, when a publisher takes on a book, they give you an advance that needs to be paid back out of the sales. For a first time author, the advance would be negligible. It is very difficult to get a publisher to take on a book. Third, the publishers make you lose all rights to the book. They often own the book, although you own the work product. I didn't want to lose creative control – which is common amongst publishers. Besides, I was also worried about the movie rights. When I finish my last book, The Mediator and the Deathly Hallows, I want to make sure I own all the rights.

Based on these reasons, I decided to work with a company that sells publication services a la carte. You can choose the publication services you want to acquire. It is a subsidy or self publishing company. That means that it can do everything or do minimal work regarding publishing.

For example, if you want the company to do everything relating to the publication process from editing, book cover design, registering with the library of congress and submitting to Amazon and other sellers you can pay for those services. Or if you simply want the book printed and nothing more, they can do that. In essence, instead of the publisher investing their resources, you are investing your own resources to do the same thing that any standard or traditional publisher would do.

Book Benefits

***VL:* How has being a published author benefited you or your practice?**

DG: Though the book's subjects are areas I know, and I am a State Bar Certified Specialist in this subject, the process of research and writing still yielded tremendous education benefits. I learned a lot of new law and nuance, and reading cases confirmed my understandings in various areas.

More important, these benefits make me a better lawyer, able to provide even better service to clients my law firm represents. As an example, for a major importer in a federal case, I used nuance in a treaty on the International Sale of Goods, as a result of research for the book.

SM: A book is an amazing business card. A book takes considerable effort. It signifies that you have enough knowledge on the topic to be able to write hundreds of pages. It provides a form of credibility that no other media except for television can provide. I have found that people have looked me up and know about the book well before I walk in the

door. You can't quantify credibility. But you need it in my line of work.

VL: Would you recommend that attorneys write a book based on their area of legal expertise?

DG: Yes. The process of outlining, researching, summarizing and writing is peaceful, interesting and satisfying. Sharing knowledge about the law in a particular field is a service to the legal community and the public. And even the most knowledgeable practitioners can learn a lot by writing in their areas of expertise.

SM: Yes, but only if they are committed to completing the process. It took me approximately 5 years from start to finish to get the book done. It is not a small commitment. There were many nights of writing at 3 a.m. In addition, you should not do it because you want to sell books, or that you want to market your practice. You should do it only if you want to contribute something to the world's knowledge base that only you can provide.

> "A book is an amazing business card." – *Steve Mehta*

Tools of the Craft

VL: Did you find any useful writing/research resources or online tools that helped you throughout your writing process?

DG: The usual online databases were helpful in doing research. For some parts of the book I visited local law libraries and did research the old fashioned way, going into the stacks and reading law review articles and case books. The internet was useful to access state laws and treaties as well as reports of public companies I referenced in the text.

SM: Life, internet, reading and experience all provided inspiration to the book. There was no one research resource. The internet was also helpful in getting stories that were useful in adding flavor to the book.

VL: Is there anything else you'd like to share with your fellow SFVBA members on writing or publishing a book as an attorney?

SM: If you have decided that you want to write a book, then my suggestion is to make it another case or file in your office. Dedicate time to it. Set deadlines. Treat it as another major case in your office that needs to be done within a specific time period. That will be the best way to keep you on track to finishing your book. When I did that, the book came together surprisingly fast.

DG: There is lots of wisdom and talent among lawyers here in the San Fernando Valley Bar Association. I hope more of our members will share this by writing articles [for *Valley Lawyer*] and books in the areas in which we practice.

Angela M. Hutchinson *is the Editor of Valley Lawyer. Hutchinson is also the author of a children's picture book, "Charm Kids," and an adventure, comedic memoir entitled, "Breaking into Hollywood." She can be reached at editor@sfvba.org.*

Creating an Efficient Arbitration

By Lisa Miller

ARBITRATION PROVISIONS are more and more often included in agreements between individuals and organizations than ever before. Arbitration participants benefit through their flexible ability to control the process (including the quality and qualifications of arbitrators; scheduling; informality; the use of legal or equitable norms; tailor-made remedies; reduced time and cost in obtaining decisions; and finality). Arbitration agreements are intended to provide a relatively inexpensive and timely alternative to the demands and downsides of traditional litigation.

In addition to the cost-cutting and time-saving benefits, arbitration offers parties more control over how potential disputes are handled. Because arbitration is a creature of private agreement, the fine details of that process are equally privately negotiable. Parties are free to come up with creative ways to plan and prepare for potential disputes.

Negotiated arbitration provisions allow the parties to decide in advance of a dispute such fundamental issues as which issues will be resolved in arbitration and which ones should be handled in the court system. Some arbitration agreements provide for arbitrator selection before any disputes arise, assuring the parties that the arbitrator is neutral and acceptable to both sides.

Enforceability of Privately Negotiated Arbitration Agreements

To make negotiating arbitration provisions a worthwhile effort, those provisions must be enforceable. According to the United States Supreme Court, consent of both parties is key. Parties planning for future disputes using negotiated arbitration agreements must ensure that the arbitration provisions clearly articulate which disputes and issues are anticipated to be handled in arbitration.

In 2010 the U.S. Supreme Court ruled in three separate cases on the issue of whether an arbitration provision was enforceable. The first case involved an employment arbitration agreement that stated that any and all disputes relating to the employment agreement, including whether the agreement was enforceable, would be addressed exclusively in arbitration. *Rent-A-Center, West v. Jackson*, 130 S. Ct. 2772 (2010). The second case involved an employer's dispute with a labor union. *Granite Rock v. International Brotherhood of Teamsters*, 130 S. Ct. 2847, 2857-58 (2010).

Although the factual issues among the cases varied, the one thread common to the Court's three analyses was that consent is the controlling factor. In all three cases, the Supreme Court's decision turned on the question of: To what, specifically, did the parties consent? The Court held that it would not force arbitration proceedings in a particular instance if the parties had not consented to that arbitration process, specific to the particular situation and manner currently contemplated, in the negotiated arbitration agreement. The courts would not deny arbitration proceedings when the parties have consented to it, specifically for the issues contained in the arbitration agreement.

According to the Court's analysis, both parties agreed in the collective bargaining agreement to the requirement that issues arising under the agreement must be arbitrated. But the date of ratification of the agreement did not arise under the agreement. As a result, the Court held that arbitration was not the proper forum for the dispute.

The third case addressed a commercial agreement between a shipping company and a customer. The agreement contained an arbitration provision, standard in the industry. The customer requested arbitration on behalf of a class of customers based on allegations that the company engaged in price fixing. *Stolt-Nielsen v. Animal Feeds Int'l.*, 129 S. Ct. 2793 (2010). The arbitration provision in the agreement nowhere addressed class arbitration. The issue had been submitted to an arbitration panel, which decided in favor of class arbitration. But the Supreme Court held that silence could not be construed as consent to class arbitration. Assuming that the parties have clearly consented to the subject of the arbitration, what are the options for designing an attractive process?

Process Possibilities

The parties can design a process to fit their unique needs. This molding should be included in contract negotiations and drafting, before disputes arise. This can include requirements for early neutral evaluation, or describe specific types of arbitration processes. There are additional considerations when negotiating arbitration requirement.

The parties should consider negotiating into their arbitration clause a requirement that the arbitrator, within a set number of days of notice of appointment, schedule a pre-hearing conference call to confirm the rules of the process and craft a scheduling order. The parties can address their understanding of the jurisdiction of the arbitrator to avoid waste of time later in the process. This conference call is useful to avoid surprise and ensure that important evidence (for example,

testimony from certain types of witnesses) is not unexpectedly excluded.

To ensure an efficient arbitration, the parties should consider creating guidelines for their arbitration that include terms meant to limit both sides. In some industries, it might make sense for the parties to agree to a limited time frame regarding exchanging position papers. In other situations, a traditional briefing schedule might prove to be the more efficient option in the long run.

Briefs and Briefing Schedules

Another method to keep control of the flow of time in the arbitration process is to establish a more formal briefing schedule or direct the selected arbitrator to establish the schedule for the parties.

Briefs should be required to be submitted to the arbitrator [a set number of days] prior to the hearing, accompanied by a cover letter specifically requesting that the arbitrator read the brief prior to the hearing. Counsel should not attach reams of exhibits to the brief.

Rather, counsel should reference transcripts and reports by page number (or page and line) and attach a copy of the operative page, with the key information highlighted. Counsel should introduce the entire transcript or report at the hearing (unless it is a short report, in which case it may be attached as an exhibit).

Counsel should focus counsel's brief-writing efforts on creating impact on the arbitrator. The brief should be well-written, concise and as error-free as possible. Turgid, ponderous briefs are not effective.

Traditional Discovery Concerns

The parties should focus on negotiating pre-dispute agreements on the acceptable scope of discovery should arbitration occur. If the parties have not crafted discovery guidelines prior to the dispute, the arbitration clause should require that the parties meet and confer and set a discovery schedule acceptable to both sides when a demand for arbitration is lodged.

The agreement should be aimed at avoiding formal law and motion practice under the circumstances. The parties' agreement should require that counsel work cooperatively to create a discovery schedule and thereafter exchange documents.

The arbitrator can assist with this and then create a formal scheduling order if the parties cannot seem to manage without third-party assistance in this regard. Absent a negotiated agreement detailing the scope and extent of discovery, the arbitrator must work with the parties to design an efficient, appropriate discovery plan.

Where one party is an organization, in-house counsel will likely be working with the finance gurus at the organization as the arbitration progresses. Litigation counsel's arguments that limited discovery will commensurately limit arbitration expenditures will likely be a welcome message for the client. Sometimes, even after arbitration commences, parties, their lawyers and the arbitrator must make choices about limiting discovery. The scope of discovery will vary depending on the size and nature of the case and the parties.

Considerations in Crafting Discovery Guidelines

The parties can negotiate into the arbitration clause of their agreement the broad requirements of the discovery process. At least [a set number of days] prior to the hearing, the parties could be required to exchange copies of all of the exhibits they intend to submit at the hearing. The arbitrator resolves disputes concerning the exchange of exhibits.

Resolution of Discovery Disputes

To realize some of the most significant benefits of arbitration, discovery disputes must be resolved both promptly and thoughtfully. The parties should require in their arbitration clause that they negotiate discovery differences in good faith before presenting any outstanding issues to the arbitrator for a ruling. Generally, teleconference discussion or submission of brief letters adequately informs the arbitrator regarding the issues to be decided. Once counsel submit their letter briefs and replies to the arbitrator and each other, the arbitrator can hold a teleconference call to address the issue and offer a tentative assessment of the merits. If the parties elect, they can thereafter proceed with more formal discovery practice before the arbitrator.

Motions

When negotiating an arbitration agreement, the parties to the contract should consider the benefits and burdens of motion practice in the context of arbitration. Much as discovery should be intelligently limited, so should motions be restricted. Uncontrolled motions practice can be a drag on resources, while thoughtfully controlled motion practice can be an opportunity to increase efficiency and thereby reduce costs and delay.

In arbitration, successful dispositive motions can, when properly articulated, enhance the efficiency of the arbitration. To do so, they must be focused on discrete legal issues (statute of limitations, defenses based on clear contractual provisions). In these situations, an appropriate dispositive motion can eliminate great chunks of discovery.

Other dispositive motions will unduly prolong the discovery period. These motions usually arrive with lengthy briefs that include detailed fact summaries. These motions are usually "taken under submission" or outright denied because they raise issues of fact and are fundamentally inconsistent with the spirit of arbitration. To guide the arbitrator who is tasked to decide dispositive motions during arbitration, the parties should consider negotiating terms into their arbitration agreement.

Hearings

When the parties request arbitration and an arbitrator is appointed, the parties should include in their negotiated arbitration clause a time limit in which the arbitrator is to set a date, time and place for the hearing. The parties should agree, in advance of the dispute, if possible, that the arbitrator will set the date no more than [set number of days] after the arbitrator receives notice of appointment.

In less complex matters, the hearing should be required to last no more than a set number of hours, as agreed by the parties. During that time, each party will submit evidence and complete its case.

The arbitrator, in a scheduling conference with the parties, determines the order of the hearing. If further submission of documents is needed, the arbitrator may require this to be completed within [set number of days] after the hearing. For good cause shown, the arbitrator may schedule additional hearing days, ideally within [set number of days] after the initial day of hearing.

Generally, there is no transcript required of the proceedings (parties that want a transcript arrange for it). The parties should agree, or the arbitrator should order, that the parties prepare and produce all the exhibits. The parties can agree on a numbering/marking system for exhibits, assuming that counsel has an idea about the order in which the party will be using the documents.

Discuss use of trial technology with the arbitrator during the pre-hearing scheduling teleconference calls. The parties may want to split costs. If the case is document-heavy, put all of the material on a portable drive that is compatible with both the trial technology and the arbitrator's office system. The parties can agree in advance how to arrange the exhibits.

Claims for Smaller Sums

In situations where no party's claim exceeds $10,000, exclusive of interest and arbitration costs, and in other cases in which the parties agree, the parties to the dispute might be amendable to allowing the conflict to be resolved exclusively by submission of documents (unless a party requests an oral hearing, or the arbitrator orders an oral hearing). The arbitrator establishes, in teleconference with the parties, a reasonable procedure for the arbitration by written statement process.

Decision Writing

Once the arbitrator closes the hearing, the issues focus on the arbitrator's decision. The parties can agree that the decision can be oral, a one-page summary, or extensively reasoned, or anything in between. Clients usually need their counsel to come back to them with a decision that has some reasoning that the client can understand.

The need for detailed analysis and explication must be weighed, in conference with the client, against the cost and delays associated with this type of detailed scrutiny of the entire proceeding. In simpler cases, as an alternative to lengthy summaries, the arbitrator can give an oral opinion within a short time after the end of testimony. The Arbitrator then offers the opinion on the record. The prevailing party can then draft a formal award, and send it to opposing counsel for comment.

Once both sides have reviewed the award, the arbitrator makes necessary changes and the award becomes final. This method saves clients' money by limiting arbitration fees. The amount of time for creating the award needs to be limited to an agreed-upon number of days. The amount of time for producing a decision should be calculated from the close of the post-hearing briefing schedule, if any. The parties might want to include the following language in this regard in their arbitration clause: "The sole arbitrator shall render a decision within [14 days, 21 days, or 28 days, for example] after completion of the arbitration."

__Lisa Miller__, a California and New York trial lawyer for many years, is an attorney with the Marcin Lambirth law firm, with offices throughout California and in Las Vegas. She is a past chair of the Small Firm & Sole Practitioner Section of the SFVBA, where she is a trustee. Miller can be reached at (818) 802-1709 or Lisa@LMillerconsulting.com.

Valley Community Legal Foundation

Generosity Matters

HON. MICHAEL R. HOFF, RET.
VCLF President

THE VALLEY COMMUNITY Legal Foundation (VCLF) is the official 501 (c)(3) charity of the San Fernando Valley Bar Association. When you pay your annual membership dues to the Bar this month, consider including the donation to the VCLF. Please be as generous as possible – generosity not only helps worthwhile causes but also helps improve the image of the SFVBA and its attorney members.

Each year the VCLF holds a major fundraiser. This year's gala was held at CBS Studio on June 11. The unusual weather that is being felt across the United States also touched the gala (for those that have lived in the Valley for decades upon decades, the weather was a bit cool for June).

The evening was "cool" in a positive sense – a good time was had by all in attendance and the Foundation moved closer to meeting its annual fundraising goals. Many members of the VCLF worked diligently in making the gala a success and a delightful evening. On behalf of the Foundation's board, a hearty job well done and thanks are extended to those that rolled up their sleeves and got the job done.

In the past, VCLF awarded scholarships and grants to worthy students and to needy organizations that help the less fortunate members of the community. The VCLF is going to continue with the scholarships and grants to Valley community organizations. In addition, this year VCLF is embarking on a project to help CASA.

CASA is a volunteer organization that works with the Juvenile Division of the Los Angeles Superior Court. CASA volunteers help the court with the countless abandoned and abused children and, hopefully with the help of the VCLF, can do more to assist the victims who happen to be children.

The VCLF has big plans for the future. The main plan is to help the child victims get to a better place in their lives. VCLF's plans also include continuing to help with the Superior Court's Drug Court's rehabilitation and graduation projects.

As a reminder of past accomplishments, take a look at the Children's Waiting Rooms at the Van Nuys and San Fernando courthouses. The children of battling parents will no longer have to sit in a courtroom and watch their parents testify against one another. Now the children have a supervised place to stay while the parents fight it out in the courtrooms.

Please consider making the VCLF part of one's life. The Foundation does many good things but it needs more good people to make its work possible. Participation in the VCLF can be very satisfying and the board members are very nice people too.

The VCLF wants, and needs, Bar members' help. Consider joining the VCLF and rolling up your sleeves to help the Foundation in its efforts. Members can also help by making a monetary donation. For information on joining or other ways to help the VCLF, please send a note to the Foundation addressed to Linda Temkin at the Bar's office.

To stay in the know about what the VCLF is doing, please visit our updated website at www.vclegalfoundation.org. There is a great deal of information about the Foundation and photos of recent events. For additional information on the Foundation, please contact me via the Bar's office.

Hon. Michael R. Hoff, Ret. *can be contacted at mrhoff2@verizon.net.*

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New Members

We welcome the following new members who joined the SFVBA in June and July 2011:

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Probate & Estate Planning Section
The Anatomy of an Insurance Trust

SEPTEMBER 13
12:00 NOON
MONTEREY AT ENCINO RESTAURANT
ENCINO

Paul Frimmer of Loeb & Loeb will dissect the irrevocable life insurance trust and show how the income, gift, estate and generation skipping tax issues can be reconciled to reach the desired result of removing insurance proceeds from the gross estate at minimal cost.

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Litigation Section
Franchise Litigation

SEPTEMBER 15
6:00 PM
LEWITT HACKMAN SHAPIRO
MARSHALL & HARLAN
ENCINO

Attorneys John Adsit and David Gurnick will discuss the important elements of franchise litigation.

MEMBERS
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NON-MEMBERS
$45 prepaid
$55 at the door

Santa Clarita Valley Bar Association
Mid-Year Employment Law Update

SEPTEMBER 15
12:00 NOON
TOURNAMENT PLAYERS CLUB
VALENCIA

Brian Koegle of Poole & Shaffery will present this update. RSVP to (661) 414-7123 or sprice@pooleshaffery.com. sprice@pooleshaffery.com

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Business Law, Real Property & Bankruptcy Section
Commercial Real Estate: Avoiding the Danger Zones

SEPTEMBER 15
12:00 NOON
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Speaker Lee Segal will discuss what gets commercial tenants and landlords into trouble and what often can lead to litigation.

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NON-MEMBERS
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Intellectual Property, Entertainment & Internet Law Section
E-Discovery

SEPTEMBER 16
12:00 NOON
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Attorney John Stephens will give an update on e-discovery that will be of interest to anyone in the intellectual property and litigation arenas.

MEMBERS
$30 prepaid
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1 MCLE HOUR

NON-MEMBERS
$40 prepaid
$50 at the door

All-Section Meeting
Get Found on Google: Making Sure Your Website Tops the List!

SEPTEMBER 23
12:00 NOON
SFVBA CONFERENCE ROOM
WOODLAND HILLS

Renowned web marketing specialist Dave Hendricks – always one of our most popular speakers – returns. RSVP now; space is limited!

Free to SFVBA Members

Family Law Section
Current Real Estate Issues and How They Impact Your Family Law Practice

SEPTEMBER 26
5:30 PM
MONTEREY AT ENCINO RESTAURANT
ENCINO

Judge Michael Terrell, attorney Nadine Lewis and realtor Francine Meyberg will review the current conditions in the real estate market and discuss how this directly affects attorneys and clients.

MEMBERS
$45 prepaid
$55 at the door
1 MCLE HOUR

NON-MEMBERS
$55 prepaid
$65 at the door

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.