

VALLEY LAWYER

MARCH 2020 • \$5

A Publication of the San Fernando Valley Bar Association

The Law School Experience, Part I

Contract Terms: What They Are and How They Work

Earn MCLE Credit

Official Sponsors of the San Fernando Valley Bar Association

KRYCLER ERVIN TAUBMAN & KAMINSKY

FULL SERVICE ACCOUNTING FIRM

CONTACT MICHAEL J. KRYCLER, CPA, FCA | SCOTT R. ERVIN, CPA

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

- LITIGATION SUPPORT
- EXPERT WITNESS
- FORENSIC ACCOUNTANTS
- FAMILY LAW MATTERS
- BUSINESS VALUATIONS
- LOSS OF EARNINGS
- DAMAGES

MEMBERS OF
American Institute of Certified Public Accountants
California Society of Certified Public Accountants

15303 Ventura Boulevard, Suite 1040
Sherman Oaks, California 91403

info@ketkcpa.com

t: 818.995.1040

f: 818.995.4124

www.ketkcpa.com





Our Family Law Practice Group:

over 30 years of service in Southern California



Vanessa Soto Nellis*
Chair, Shareholder



Lynn Soodik
Shareholder



Melissa L. Mayer*
Senior Associate



Neil De Leon
Associate



Susan T. Goldstein
Of Counsel

*Certified Specialist in Family Law, State Bar of California Board of Legal Specialization



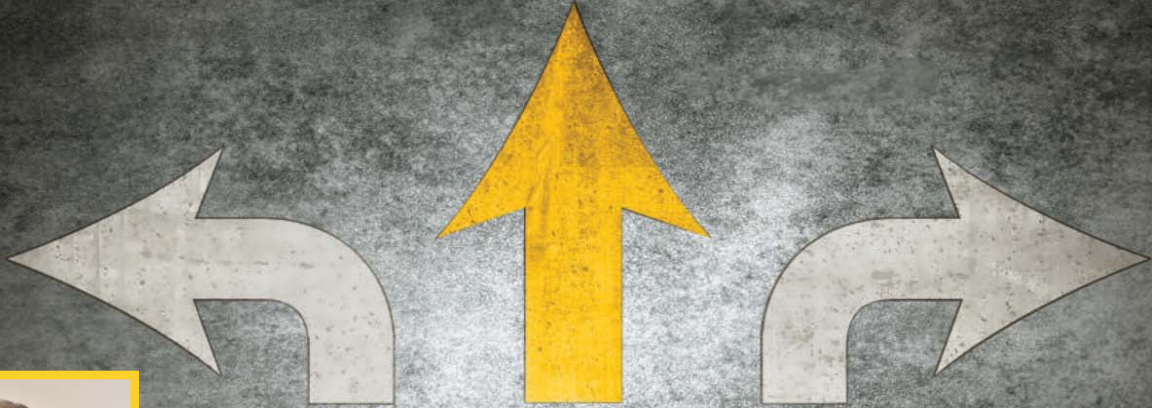
LEWITT | HACKMAN
SHAPIRO | MARSHALL | HARLAN
A LAW CORPORATION

16633 Ventura Boulevard, 11th Floor
Encino, California 91436-1865

lewitthackman.com
818.990.2120

MEDIATOR

SERVING LITIGATORS



Steven Sepassi, Esq.

Let's *Settle* Your Case!

Seasoned Litigator

Extensive experience representing plaintiffs and insured defendants

Trusted Mediator

Focusing on the core interests driving the dispute

Competitive Rates

Half-Day \$1,400 | Full-Day \$2,800

**Personal Injury | Insurance | Real Estate | Business
&
Specialty Program for Certain Personal Injury Cases**
(Cases valued at less than \$50K)

Sepassi & Tarighati, LLP

818.887.2000

www.SteveSepassi.com



FEATURES

12 Contract Terms: What They Are and How They Work | BY DAVID GURNICK

MCLE TEST NO. 137 ON PAGE 21.

22 The Law School Experience, Part I: The Deans' Perspective | BY MICHAEL D. WHITE

30 A Look Back, A Look Forward | BY KYLE M. ELLIS

36 Promoting the Law Firm: What Works | BY SETH HOROWITZ

COLUMN

44 Dear Phil Securing a Loose Cannon

DEPARTMENTS

7 President's Message

9 Editor's Desk

10 Event Calendars

33 New Members

35 Member Focus

41 Attorney Referral Service

43 Photo Gallery

46 Classifieds



Jack G. Cohen

COURT QUALIFIED AUTOMOBILE
EXPERT WITNESS, LICENSED
AUTOMOBILE DEALER

30 years experience in the automotive industry

- Plaintiff and Defense
- Consulting with attorneys, dealers, consumers, insurance companies

OFFICE: 747.222.1550 « CELL: 747.222.1554

EMAIL: jack@coheninv.com

2629 Townsgate Road, Suite 110 « Westlake Village, CA 91361

- Appraisals
- Industry standards
- Dealer fraud
- Vehicle sales and leasing
- Dealership practices
- New and used auto transactions
- Auto warranty issues
- Finance documentation and analysis
- Lender-dealer relationships
- Wholesale & Retail
- Diminished value cases
- Automobile and equipment rentals

VALLEY LAWYER

SAN FERNANDO VALLEY BAR ASSOCIATION

20750 Ventura Boulevard, Suite 140
Woodland Hills, CA 91364
Phone (818) 227-0490
Fax (818) 227-0499
www.sfvba.org

EDITOR

Michael D. White

GRAPHIC DESIGNER

Marina Senderov

OFFICERS

President Barry P. Goldberg
President-Elect..... David G. Jones
Secretary..... Christopher P. Warne
Treasurer Matthew A. Breddan
Immediate Past President..... Yi Sun Kim
Executive Director..... Rosie Soto Cohen

BOARD OF TRUSTEES

Michael L. Cohen	Joy Kraft Miles
Alan Eisner	Amanda Marie Moghaddam
Kyle M. Ellis	Samuel R.W. Price
Ivette Fernandez	Allan D. Sarver
Heather Glick-Atalla	George N. Seide
Gary J. Goodstein	Steven M. Sepassi
Alexander S. Kasendorf	Benjamin E. Soffer
Minyong Lee	Taylor F. Williams

STAFF

Director of Education & Events Linda Temkin
Communications Manager..... Michael D. White
Member Services Coordinator... Sonia Bernal
Associate Director of
Public Services Miguel Villatoro
Referral Consultant Favi Gonzalez

SECTION CHAIRS

Bankruptcy Law Steven R. Fox
Business Law & Real Property Lauri Shahar
Criminal Law..... David S. Kestenbaum
Employment Law David G. Jones
Family Law Vanessa Soto Nellis
..... Amir Aharonov
Litigation Christopher P. Warne
New Lawyers Yi Sun Kim
..... Amanda Marie Moghaddam
Probate & Estate Planning..... John E. Rogers
..... Nancy A. Reinhardt
Taxation Law..... Hratch J. Karakachian
Workers' Compensation..... Jeffrey S. Swartz

EDITORIAL COMMITTEE CHAIR

David Gurnick

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

Printing Southwest Offset Printing

© 2020 San Fernando Valley Bar Association

SOUTHERN CALIFORNIA'S PREEMINENT PROFESSIONAL LIABILITY DEFENSE FIRM

NEMECEK·COLE Attorneys At Law



FRANK W. NEMECEK*

JONATHAN B. COLE*

MICHAEL MCCARTHY*

* Certified Specialist, Legal Malpractice Law, The State Bar of California Board of Legal Specialization

16255 VENTURA BOULEVARD, SUITE 300

ENCINO, CA 91436-2300

TEL: 818.788.9500 / TOLL FREE: 877.314.1177

WWW.NEMECEK-COLE.COM

Time to Spring Your Practice Forward

BARRY P. GOLDBERG
SFVBA President



bpg@barrypgoldberg.com

AHHHH, IT IS SPRING AND life is bursting out all over. It cannot be stopped, and the time has come for my fellow SFVBA members to embrace spring and grow their practices.

When I give presentations on marketing, the biggest push back that I hear is that marketing is not quite correct for the truly dignified lawyer.

True, we are all disgusted by law firm advertising that goes over the line and becomes a punch line for our profession. As a result, marketing and advertising is resisted internally at many firms and, in most cases, avoided completely.

The noise out there on what a competent and dignified lawyer should or should not do is overwhelming.

I am targeted for more and more "lead generating" schemes in various forms maybe three to five times per day—"Thirty new case leads or your money back...Is your firm accepting new cases?...Our leads are special and will directly connect to you." It goes on and on, and I chuckle when I note the incredibly low "standard" used to qualify those receiving the leads: "five years in practice, good standing with the bar, and an effective intake system."

One more thing—you need money. Loads of it, in fact, to buy the leads. There is no requirement that a lawyer has experience in the particular area of law for the leads about to be purchased. I contend that the whole unregistered lead generation format is bad for the public.

In the January 2020 *Valley Lawyer*, I criticized the unregistered "lead

generation" industry by addressing the recent case of *Jackson v. LegalMatch*.

That case found that LegalMatch was operating contrary to the state law that requires lawyer referral services to have high standards, which serve to benefit the public.

I assure you that these lead generators are concerned only with their own profits.

Of course, I have an axe to grind. SFVBA operates a California State Bar-certified and ABA-approved Attorney Referral Service (ARS), where potential clients are actually matched with a well-qualified and pre-screened attorney. By connecting the potential new client to a qualified attorney, both the public and the profession are well-served.

So, what to do? I suggest that Valley lawyers re-calibrate and shift their thinking from advertising to marketing. Why not start by being present, being forthright and being accessible? This can be done with little or no money. It will be today's version of the old *Lawyer Directory*, but so much better.

Start by completing the following punch list:

- Create a complete and engaging profile on Google that includes name, address and phone number, a recent headshot, and your experience and qualifications.
- Repeat the process on other lawyer directories such as AVVO, Justia, Findlaw, Lawyers.com, HG.org and HireMeLegal.com. Google *Lawyer Directories* and in

EG

EISNER GORIN LLP

STATE AND FEDERAL CRIMINAL DEFENSE

Firm Partners:

Bar-Certified Criminal Law Specialists
UCLA and Pepperdine Law Professor
Former Senior Deputy District Attorney



RECENT VICTORIES:

- \$3 Million Fraud Case: Dismissed, Government Misconduct (Downtown, LA)
- Murder: Not Guilty by Reason of Insanity, Jury (Van Nuys)
- Medical Fraud Case: Dismissed, Preliminary Hearing (Ventura)
- Domestic Violence: Not Guilty, Jury Finding of Factual Innocence (San Fernando)
- \$50 Million Mortgage Fraud: Dismissed, Trial Court (Downtown, LA)
- DUI Case, Client Probation: Dismissed Search and Seizure (Long Beach)
- Numerous Sex Offense Accusations: Dismissed before Court (LA County)
- Several Multi-Kilo Drug Cases: Dismissed due to Violation of Rights (LA County)
- Misdemeanor Vehicular Manslaughter, multiple fatality: Not Guilty Verdict (San Fernando)
- Federal RICO prosecution: Not Guilty verdict on RICO and drug conspiracy charges (Downtown, LA)
- Murder case appeal: Conviction reversed based on ineffective assistance of trial counsel (Downtown, LA)
- High-profile defense: Charges dropped against celebrity accused of threatening government officials



Eisner Gorin LLP

877-781-1570

Immediate Response

www.EgAttorneys.com

Offices in Van Nuys and Century City



**PROTECTING YOUR PRACTICE
THROUGH 2020 AND BEYOND.**

As we enter this new decade having lowered our premium rates by an average of 17%, Lawyers' Mutual Insurance Company remains exclusively dedicated to insuring, educating and protecting California lawyers.

For over 40 years, Lawyers' Mutual has served members to make the ease of doing business as a lawyer their sole focus.

We actively engage and listen to our members and collaborate with market leading vendors to source valuable resources.

Join our member community www.lawyersmutual.com



**LAWYERS
MUTUAL**
INSURANCE COMPANY
Our strength is your insurance




the results you will find about 100 more. Do a few every week.

- Add a blog function on your website. If you are in a law firm, ask to post on the firm's blog. If you do not have a website, you can post blogs on independent legal blog sites. Write one simple, straight-forward blog on a legal area you know well, maybe 500 words. Perhaps a case summary or an interesting issue you have come across recently in your practice. Start easy, maybe once per month.
- Develop eye-catching profiles on Facebook and LinkedIn.
- Post a link to your blog with a short summary on Facebook and LinkedIn.

After you have a decent online presence and system in place, it is time for the advanced version of being found online, with high standards of ethics and dignity.

- Write two blogs per month.
- Post them on Facebook and LinkedIn.
- Start asking satisfied clients for reviews. It is my opinion that Google reviews are the most important. However, many sites that will accept reviews. Make it easy for your clients and friends of your firm to give reviews by emailing them a link.
- Comment and share legal and positive topics on Facebook and LinkedIn, while avoiding politics and controversy.
- Join and subscribe to legal-oriented groups on Facebook, LinkedIn, and, if you prefer, Twitter or Instagram. Why not start by following SFVBA and the SFVBA ARS? We post content that you can like, comment and share.

What have you accomplished? You have put yourself where you can be found. You are sharing your story and have paid little or nothing for this exposure. You have begun building an online presence that is reliable and searchable.

Just as the trees and flowers are starting to blossom this spring, your practice will start to grow and flourish. 



VBN
VALLEY BAR NETWORK

VBN is dedicated to offering organized, high quality networking for SFVBA members.

Join the Valley Bar Network the first Monday of each month.

Contact events@sfvba.org for more information.



Let the shopping begin!

**SFVBA merchandise
available on
Zazzle**

<https://www.zazzle.com/store/sfvbashop>

Some Things Never Change, Thankfully

THOMAS JEFFERSON ONCE wrote that, "All that is necessary for a student is access to a library, and directions in what order the books are to be read."

The lawyer Jefferson (William & Mary, Class of 1762) was writing about law school and was expressing a view that was widely shared during the American bar's formative years.

In cobbling together this month's cover article, I had the opportunity and privilege to speak with the deans of five of Southern California's largest and most respected law schools—Loyola, Pepperdine, Southwestern, the University of California, Los Angeles, and the University of Southern California.

Their perspectives on the current state of legal education from the impact of technology on the law school experience to comparing the law school experience of today with that of 'back in the day' are illuminating and insightful.

A man of superior intelligence, wisdom and foresight, I doubt that even Jefferson could have foreseen the changes that legal education has undergone in the 200-plus years since he penned his observation.

At the same time, though, I am fairly certain that he would also see that much remains the same.

"The core, or central mission, [of law school] hasn't changed very

MICHAEL D. WHITE
SFVBA Editor



michael@sfvba.org

much," Andrew T. Guzman, Dean of the Gould School of Law at USC, told me during my recent interview with him.

"It's a facility of mind dealing with legal matters, understanding what rules apply, what they might mean, how to interpret rules and how someone else might interpret them, how to work with someone else whose interests might overlap yours, but are not identical, in a way that reaches collaborative

outcomes. Through litigation, too, where you may be adversarial, but, in the end, you are trying to find a settlement that is good for both sides. That fundamental centerpiece of it is the same."

Some things, really never do change. I sincerely hope you enjoy reading our look at "The Law School Experience, Part I: The Deans' Perspective.

Next month, in Part II, we will look at the experience from the perspective of third year students and those who have recently completed law school and are in the nascent stages of their legal careers.

Thanks to Seth Horowitz for his illuminating piece on effective marketing strategies for law firms; Kyle Ellis' article detailing the worthy work of the Bar's Membership and Marketing Committee; and David Gurnick for his MCLE on Contract Terms.

Thanks for reading.

Regards. 

“

The core, or central mission, [of law school] hasn't changed very much...”

ERISA LAWYERS

**LONG TERM DISABILITY,
LONG TERM CARE, HEALTH,
EATING DISORDER, AND LIFE
INSURANCE CLAIMS**

**WE HANDLE BOTH
ERISA & BAD FAITH
MATTERS**

- California Federal and State Courts
- More than 20 years experience
- Settlements, trials and appeals

**Referral fees as allowed
by State Bar of California**

**Handling matters
throughout California**

818.886.2525

**KANTOR
& KANTOR LLP**

www.kantorlaw.net

**Dedicated to helping people
receive the insurance
benefits to which they
are entitled**

SUN	MON	TUE	WED	THU	FRI	SAT
WOMEN'S HISTORY MONTH						
SFVBA merchandise is now available on <i>Zazzle</i> https://www.zazzle.com/store/sfvbашop See ad on page 8						
1	 2 5:30 PM	3 All Section Retirement Plans, What's Best for You and Your Clients 12:00 NOON SFVBA OFFICES Giancarlo Hamner, of Edward Jones, will discuss the latest regarding retirement planning. Free to Current Members! (1 MCLE Hour)	4 Membership and Marketing Committee 6:00 PM SFVBA OFFICES	5	6	7
8	9	10 Probate and Estate Planning Section Powers of Attorney - Myths, Management, and Litigation 12:00 NOON MONTEREY AT ENCINO RESTAURANT Vivian Thoreen of Holland and Knight will be speaking on Powers of Attorney. This session will cover the scope of authority granted under powers of attorney; strategies for drafting provisions to meet your clients' specific needs and to avoid litigation; proper management and administration by agents serving under powers of attorney; and litigation relating to breaches of duties by agents. (1 MCLE Hour) Board of Trustees 6:00 PM SFVBA OFFICES	11	12 Business Law and Real Property Section Advanced Strategies - Exeter 1031 Exchange 12:00 NOON SFVBA OFFICES Sponsored by  Exeter Exchange sponsors once again and continues the discussion from their earlier fall seminar. Free to Current Members. (1 MCLE Hour)	13	14
15 St. Patrick's Day 	16 Mock Trial Committee 6:00 PM SFVBA OFFICES	17 Taxation Law Section International Tax Law Changes Following TCJA 12:00 NOON SFVBA OFFICES Tax attorney Bryan Kelly will provide a primer on the new tax rules that apply to organizations operating internationally including GILTI, FDII and BEAT among others. (1 MCLE Hour) ARS Committee 6:00 PM SFVBA OFFICES	18 Workers' Compensation Section What Happens When The State Bar Comes Calling? 12:00 NOON MONTEREY AT ENCINO RESTAURANT Attorney Bob Sherwin discusses what happens when the state bar begins an investigation. Qualifies for Legal Ethics! (1 MCLE Hour-Legal Ethics)	19	20	21
22	23 Family Law Section Minor's Counsel Update 5:30 PM MONTEREY AT ENCINO RESTAURANT Attorney Elise Greenberg, Judge David A. Rosen and Judge Michelle Short will discuss minor's counsel and update the group on the present application. Approved for Family Law Legal Specialization. (1.5 MCLE Hours)	24	25	26 DINNER AT MY PLACE 6:30 PM Granada Hills  See page 38	27 Bankruptcy Law Section Asset Sales in Chapters 7 and 11 12:00 NOON SFVBA OFFICES Judge Robert N. Kwan and attorneys Ron Bender, Krikor Meshefejian, and Ed Wolkowitz will lead the discussion on Section 1129 and asset sales in Chapters 7 and 11. Approved for Bankruptcy Law Legal Specialization. (1.25 MCLE Hours)	28
29	30	31 Editorial Committee 12:00 NOON SFVBA OFFICES				

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Membership & Marketing Committee 6:00 PM SFVBA OFFICES	2 Employment Law Section and Litigation Section Legal Ramifications of Interpreting and Translating 12:00 NOON SFVBA OFFICES	3 Barry Schreiber presenter. Understand the Importance of Interpreters and Translators for your practice. Free to Current Members! (1 MCLE Hour)	4
5	6 VBN VALLEY BAR NETWORK 5:30 PM	7	8 Happy Passover	9		11
12 HAPPY Easter	13	14 Probate & Estate Planning Section Medicare and Special Needs Trusts 12:00 NOON MONTEREY AT ENCINO RESTAURANT Sheri L. Huff, MBA, HIP, CLTC and Kira Masteller, Esq. will lead the discussion. (1 MCLE Hour) Board of Trustees 6:00 PM SFVBA OFFICES	15 Workers' Compensation Section Recent Developments in Handling Subsequent Injury Benefit Trust Fund Cases 12:00 NOON MONTEREY AT ENCINO RESTAURANT Attorney Adam Turner will update the group. (1 MCLE Hour)	16	17 — 18 INAUGURAL MOCK TRIAL COMPETITION FRIDAY APRIL 17 Burbank Courthouse SATURDAY APRIL 18 SFVBA Offices See ad on page 29	
19	20 Taxation Law Section Real Property Tax Law Update 12:00 NOON SFVBA OFFICES Attorney Michael Lebeau will provide an update on the rules, regulations, and recent cases that affect real property tax assessments/re-assessments. (1 MCLE Hour)	21	22	23 Business Law and Litigation Section Creating and Preserving a Record for Appeal 12:00 NOON SFVBA OFFICES Sponsored by EXETER 1031 EXCHANGE SERVICES LLC Sarvenaz Bahar, a certified specialist in appellate law will discuss how trial counsel can best create and preserve the record for appeal. Free To Current Members! (1 MCLE Hour)	24	25
26	27	28	29	30		



The San Fernando Valley Bar Association is a State Bar of California MCLE approved provider. Visit www.sfvba.org for seminar pricing and to register online, or contact Linda Temkin at (818) 227-0495 or events@sfvba.org. Pricing discounted for active SFVBA members and early registration.



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.

Contract Terms: What They Are and How They Work

By David Gurnick

In writing or reading a contract, negotiating, interpreting or explaining its terms, suing for enforcement or defending its claims, it is useful for an attorney to understand the various types of provisions that might be contained in the contract.



AMONG THE MANY ROLES OF LEGAL COUNSEL are writing and negotiating contracts for clients, reading proposed and existing contracts, explaining what they say and mean, advising on rights and obligations, suing to enforce terms, and defending clients in contract claims.¹

Contracts can have many forms and purposes—there are contracts to buy and sell, perform services, lease property, lend and borrow, and settle disputes. They are typed, handwritten or oral; and are long and short, express and implied.

At one end of the scale is the contract of adhesion, wherein one party signs onto terms drafted entirely by the other, while, at the other end is the fully bargained-for agreement, in which every provision is fully negotiated by each party involved.^{2 3}

Contract Provisions

Though contracts vary widely in their types of content, almost all contracts have something important in common with as most of their contents fit into just a few categories of types of provisions.

In writing or reading a contract, negotiating, interpreting or explaining terms, suing for enforcement or defending contract claims, it is useful for an attorney to understand the types of provisions possibly contained in the contract. This is helpful in achieving client goals when writing the provision and helps to understand the meaning and effect of the particular provisions to be performed, enforced or challenged.

The basic types of provisions that may appear in any contract are:

- Recitals
- Acknowledgements
- Covenants and promises
- Representations
- Warranties
- Conditions
- Disclaimers and other risk allocation terms

Each type of provision types has particular characteristics that differentiate it from the others and serve distinct functions.

Recitals

Recitals are factual statements in a contract that explain its background or the reasoning for the provisions that follow the recitals.



David Gurnick is with Lewitt Hackman in Encino. He represents franchisors and franchisees in transactions and litigation and teaches franchising law at UC Irvine School of Law. He can be reached at dgurnick@lewitthackman.com.

Often a contract opens with introductory recitals that detail the history or purpose for entering into the contract.

Introductory recitals may often be identified by a heading such as Recitals or Background, or the archaic Witnesseth. They could also be comprised of paragraphs that each start with the word Whereas. Even in the absence of these signals, recitals may be identified by content that states simple historic background or facts that explain what follows.

As an example, introductory recitals for an agreement of purchase and sale might state : “Seller operates a business selling widgets. Seller wants to sell one truckload of widgets to Buyer and Buyer wants to Buy that truckload. Accordingly, the parties have agreed as follows.”

The agreement might then discuss the price of the widgets, how and when payment will be made, the timing of delivery, warranties and any other terms attendant to a sale of merchandise.

Sometimes, particular provisions may start with a factual recital that explains the provision.

For example, a lease provision might read that, “The premises are currently occupied and the existing tenant is not moving out until mid-year.” The provision then states that the new tenant, who is entering into the lease, will not receive possession until just after mid-year.

The recital, in noting that the premises are currently occupied, explains why possession for the new tenant will be delayed. This explanation could be important later, such as in a dispute wherein a party wants the court to know *why*—although the lease had already been signed—possession was not granted until several months later.

Perhaps more effectively, by stating the reasoning in the lease, a future dispute centered on why delivery of possession was delayed could be avoided altogether.

The Evidence Code states that “facts recited in a written instrument are conclusively presumed to be true as between the parties thereto.”⁴ This codifies the doctrine of “estoppel by contract.”⁵

The rule is based on the principle that parties who express their mutual assent are bound by the instrument they sign and may not claim later that its provisions do not express their intention or understanding.⁶

As a conclusive presumption, a fact stated in an agreement cannot be challenged or disputed.⁷ Courts have held that the conclusive presumption rule does not apply to an adhesive or unconscionable contract.⁸

Absent adhesion and unconscionability, recitals of facts in an agreement are formidable and potentially dangerous

LAWPAY[®]

AN AFFINIPAY SOLUTION

POWERING PAYMENTS FOR THE LEGAL INDUSTRY

Powerful Technology

Developed specifically for the legal industry to ensure comprehensive security and trust account compliance

Powering Law Firms

Plugs into law firms' existing workflows to drive cash flow, reduce collections, and make it easy for clients to pay

Powering Integrations

The payment technology behind the legal industry's most popular practice management tools

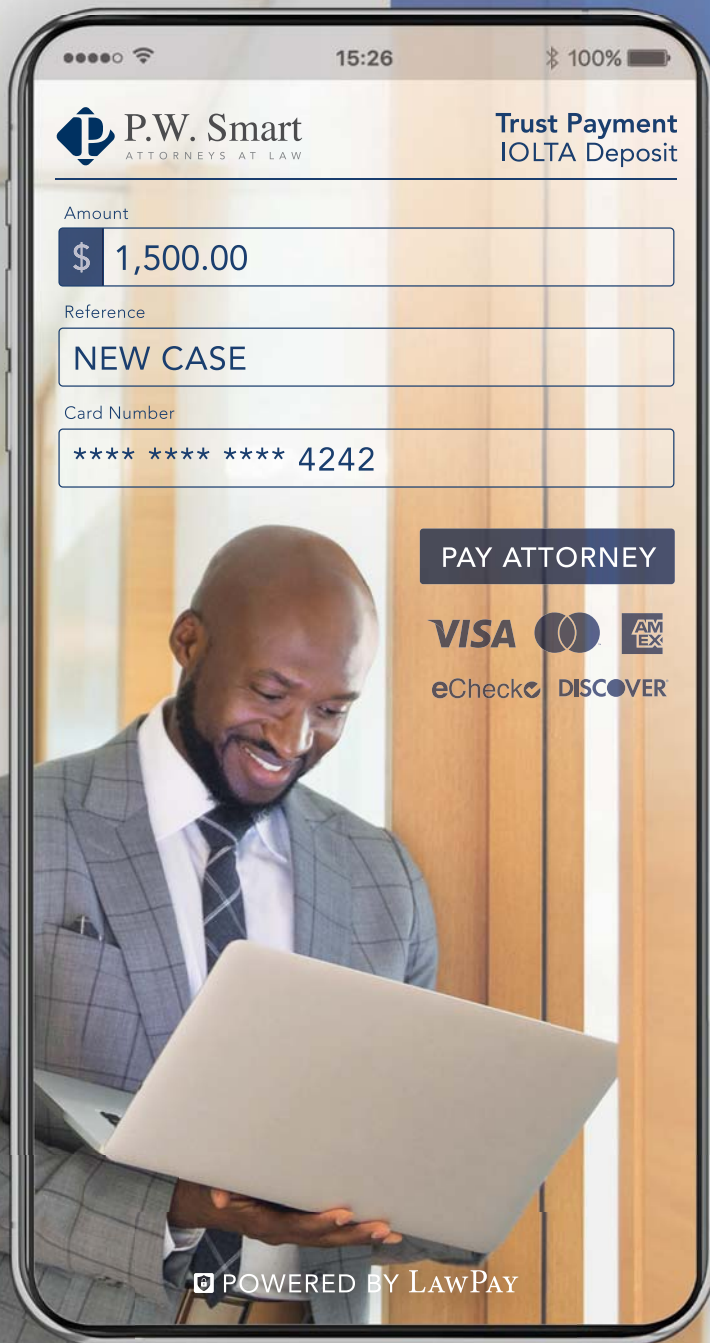
Powered by an Unrivaled Track Record

15 years of experience and the only payment technology vetted and approved by 110+ state, local, and specialty bars as well as the ABA



Proud Member
Benefit Provider

ACCEPT PAYMENTS WITH LAWPAY
866-751-8288 | lawpay.com/sfvba



WE SPECIALIZE IN: MURPHY'S LAW

- Ransomware & Cybersecurity Protection
- Legal Practice Management Support
- Disaster Recovery Planning
- Network Configuration
- VoIP and Internet
- 24/7 Help Desk
- Office Moves
- Office 365
- Backup



ITSUPPORTLA

6047 Tampa Ave, Suite 305
Tarzana, CA 91356 | (818) 805-0909



CISLO & THOMAS LLP®
Patent, Copyright and Trademark
Litigation Attorneys at Law



**Successfully Won or Settled
98% of Our Cases**

"We have the best Intellectual Property
Attorneys in Southern California,
who litigate and protect IP."

Daniel M. Cislo, Esq.
Managing Partner

Serving Businesses in California Since 1979

Office Locations:
West Los Angeles/Santa Monica
Westlake Village
Santa Barbara
Pasadena
San Diego

www.cisloandthomas.com | (310) 979-9190

if not carefully considered. This power and danger makes it useful and important, for counsel to reflect on the significance of factual recitals in an agreement being drafted or reviewed.

Some decisions hold that introductory recitals, while useful to understand intent, are not part of the agreement and cannot create obligations.^{9 10}

For that reason, drafters sometimes include a separate provision in the agreement that incorporates the recitals and states expressly that they are part of the agreement.¹¹

Acknowledgements

Acknowledgements are similar to recitals in that acknowledgements also state facts.

Sometimes, acknowledgments are mutual, making them even more like recitals. But often, acknowledgements differ from recitals in an important way—recitals state a historic fact or background to explain a provision that follows. They are matters of ready mutual agreement, though due to their importance, recitals are sometimes negotiated.

Acknowledgements, on the other hand, are also agreed facts, but they are more likely to be facts that one party wants the other to be charged with admitting or conceding.

Stated another way, recitals convey a sense of mutual agreement, while acknowledgements convey a sense that one party is acquiescing its being bound by a fact that is adverse to the party making the acknowledgement.

Thus, Black's Law Dictionary defines acknowledge, as "recognizing something as being factual or valid, or showing that one accepts responsibility for something."¹²

Acknowledgements will usually be deemed to be true between the parties, though public policy may sometimes preclude them from having any conclusive effect.¹³

For example, in a lease, a tenant may "acknowledges that at the time of taking possession, the property was in good, clean condition and all electrical, water, gas and other utilities were in good working order" or, in a purchase and sale agreement, the buyer may "acknowledge that due to unavoidable supply chain delays affecting supplier, the supplier will not be able to complete the manufacture and delivery of the purchased merchandise prior to end of the calendar year."

In these examples, the party making the acknowledgement is in essence agreeing to be bound by the stated fact.

A Florida decision, *Chalfonte Development Corp. v. Rosewin Coats, Inc.*, provides an illustration of this principle.¹⁴

The case involved the sale of a condominium in which a Florida statute gave a buyer "the absolute right to rescind the contract" if the seller failed to deliver certain documents relating to the condominium at the time of sale.

The buyer claimed that he had not received the requisite documents. But the buyer had signed a contract containing an acknowledgement of receipt of the documents—"Mr. Rose signed the contract, acknowledged receipt of all the documents and then later, much later and only when faced with a closing, said he did not receive the documents."¹⁵

The appellate reversed a trial court judgment for rescission, holding that the buyer was, in fact, bound by the acknowledgement.

Covenants or Promises

Covenants, also known as promises, are the most fundamental provisions in contracts. Typically, these embody the parties' core reason for entering into the contract.

A covenant or promise is a commitment to do or not do a particular act.¹⁶ In a contract, the commitment is legally binding, which means it is enforceable in court.

An affirmative covenant obligates a party to do some act such as pay money, deliver property or perform a service, as examples.¹⁷ Not surprisingly, then, a negative covenant requires a party to refrain from doing something.¹⁸

Examples include covenants not to compete, or not to sue, or, in the case of a "negative pledge," a covenant or promise not to encumber property.¹⁹

Drafters have a choice how to state a party's promise to do or not do something.

Typically, the choice includes the words must, shall, or will. There is some debate whether shall or will are always mandatory, and whether the word must should be used for this purpose. No less an authority on legal writing than Brian A. Garner, editor of Black's Law Dictionary, persuaded the Advisory Committee on the Federal Rules of Civil Procedure to remove the word shall from the rules and instead use must, may, or should.²⁰

The contract drafter can reduce the risk of uncertainty or misunderstanding by selecting and using only one of those adverbs in the agreement to convey mandatory obligations. The word must may be preferred as it is the most unambiguous term. But, if another word is used, the drafter might include a provision noting that, the word is intended to mean that the obligation is mandatory.

Covenants, like other terms, may be express or implied. Express terms are stated explicitly, while implied terms arise by inference or implication from the terms and circumstances of the contract, or by conduct, or may be implied as a matter of law.^{21 22 23}

Implied contract terms "stand on equal footing with express terms," but are "never read to vary express terms."²⁴

Perhaps the most well-known of the implied covenants is the obligation of good faith and fair dealing. Automatically

ADR Services, Inc. Proudly Welcomes **Patrick M. Kelly, Esq.** **Mediator • Arbitrator • Referee**

www.PatKellyADR.com



AREAS OF EXPERTISE

Insurance Coverage and Bad Faith
Employment
Personal Injury
Products Liability
Professional Liability
Class Actions and Complex Litigation
Commercial Litigation
Premises Liability and Sports Litigation



For scheduling, please contact Ella Fishman at ella@adrservices.com
(310) 201-0010

part of every agreement, this covenant is “an implicit promise not to take an action that would deprive the other contracting party of the benefits of their agreement.”²⁵

Representations

A representation is a statement of fact existing at the time of the contract.

Because it states a fact, it is similar to a recital, but forms part of the contract itself in that it comprises part of the basis of the bargain.

It assures the party receiving the representation, that some fact is true, to induce the recipient to enter into the contract and represents a commitment by the party making the representation.

Recitals, in contrast, help explain why parties entered into a contract, or particular provision, and reflect a mutually binding agreement on the stated fact. Representations indicate a basis on which the recipient who receives the asserted fact is willing to enter into the particular contract.²⁶

Misrepresentation in an agreement may provide a basis for the disappointed party to rescind, offer to restore any benefits received, and seek restitution, or to keep the benefits of the contract and seek damages for fraud.²⁷

This claim may be maintained, even though the plaintiff may not have read the contract. The court of appeal has stated that failure to read the agreement “does not necessarily preclude” the existence of “justifiable reliance on a representation” contained in the agreement” for claims of negligent and intentional misrepresentation.²⁸

In contracts for sales of businesses, there is some authority indicating that representations and warranties offer a party the basis to back out of a deal, up until the time of closing. But if the transaction is consummated, the claim for misrepresentation is extinguished. That result may be avoided by providing in the agreement that the representations and warranties survive the closing.²⁹

Warranties

Similar to a representation in that it induces the other party to enter into the contract, a warranty is an assurance that some fact is or will be true.

They differ in that warranties have, although the warranty is assurance that something is true, it may turn out that the warranted fact is not true. In that case, the party making the warranty must take action to make the warranted fact true or compensate the party who relied on the warranty.

In an example that most individuals can relate to, the consumer products they buy often come with warranties—a light bulb may be warranted to last for hundreds or thousands of hours; a mattress may be warranted against sagging; a tire may be warranted to last tens of thousands of miles; or a new roof may be warranted to last 10, 20, 30 or 50 years. In most cases, products are warranted to be made from new materials, to be properly manufactured, to be free from defects.

Despite that, the warranted fact often does not occur. In a sense, while counterintuitive, it may be partly because everyone knows the warranted fact may not happen, that the warranty is made.

When the warranted fact turns out to be untrue, then the party that imparted the warranty will replace the product, repair it, offer a refund, or take other steps to remedy the failure of the warranty.

Conditions

According to the California Civil Code, “an obligation is conditional, when the rights or duties of any party thereto depend upon the occurrence of an uncertain event.”³⁰

Thus, a condition is something that must happen in order for something else to happen, such as a requirement for someone to be obligated to do something. Or, as stated by the California Supreme Court, “under the law of contracts, parties may expressly agree that a right or duty is conditional upon the occurrence or nonoccurrence of an act or event.”³¹

There are different kinds of conditions. The two most important are conditions precedent and conditions subsequent.

A condition precedent is “either an act of a party that must be performed or an uncertain event that must happen before the contractual right accrues or the contractual duty arises.”³² It is a provision that triggers an obligation if some other event occurs first.

For example, a condition precedent would come into play if a landlord completes construction of the new premises by December 31, so that a tenant is ready to occupy, and the tenant is obligated to begin paying rent the next day, January 1; or the buyer’s obligation to complete the purchase, shall be subject to the condition that the seller first settles the pending litigation and obtains a complete release of claims and liabilities from the parties now suing the seller.

A condition subsequent refers to a future event, which, if and when it happens, will result in an obligation no longer



There are different kinds of conditions. The two most important are *conditions precedent* and *conditions subsequent*.”

being binding on the other party, if that party elects to invoke the condition.³³

In other words, a condition subsequent is one which will extinguish a duty to make compensation for breach of contract after the breach has occurred.”³⁴

In 1982, Ben Lindsey was hired to become head basketball coach at the University of Arizona. Clossco, a distributor of Adidas products, made an agreement to pay Lindsey a substantial fee in exchange for his team wearing Adidas products. One year later, the school terminated Lindsey as basketball coach; he then sued Clossco for additional payments that had been promised.

The court ruled that Lindsey’s termination as basketball coach operated as a condition subsequent, extinguishing Clossco’s obligation to perform.

The court found that it was clear from the nature of the agreement that it was entered into subject to the implied condition subsequent that it was binding only if Lindsey remained head coach at Arizona. The services to be performed, namely encouraging or promoting the use of Adidas basketball shoes by the team, could be performed effectively only if Lindsey was head coach.


Moreover, Lindsey’s successor, new coach Lute Olson, entered into a shoe endorsement contract with Nike, a major competitor to Adidas.³⁵

As illustrated by the above discussion, conditions can be express or implied. The examples set forth above, are express conditions. The circumstances in *Lindsey v. Clossco*, involve an implied condition because the condition is not stated explicitly, but is implicit in the nature of the parties’ agreement.

Disclaimers and Limitations of Liability

A disclaimer or a clause setting limits on a party’s liability are akin to acknowledgements, wherein the parties agree not to do something or refrain from doing something, but agree, as a fact, that a party’s liability will be limited.

These type of provisions are within a broader category that might be called “risk allocation terms.” These also include clauses on attorneys’ fees, choice of forum, choice of law, arbitration, indemnification, damage limitations³⁶ and contractual statutes of limitations. In some cases, such provisions must be conspicuousto be enforceable.³⁷

Categorized as recitals, acknowledgements, covenants and promises, representations, warranties, conditions, disclaimers and other risk allocation termsknowing and recognizing provisions for what they are can help attorneys be more effective drafters, interpreters, enforcers and defenders of contracts and contract claims. 

¹ See e.g., Russell A. Hakes, *Focusing on the Realities of the Contracting Process: An Essential Step to Achieve Justice in Contract Enforcement*, 12 Del. L. Rev. 95 (2011) (Discussing processes in creating written contracts and doctrines that govern enforcement).

How to retain your Top Performers

CALL

CorpStrat

One of Southern
California's largest
insurance brokers

INTRODUCING

Life Comp™

Tax-favored unique strategies to
attract, reward and retain
your most valuable employees



- **Recruit, Retain, Reward**
- **Build supplemental retirement income**
- **Restrict access (Golden Handcuffs)**
- **Various balance sheet options**
- **Full administration**

Contact me to have a unique
conversation about how companies
“lock-up” their most important
key performers.

Martin Levy, CLU/RHU
marty@CorpStrat.com
818.377.7260 Office
www.CorpStrat.com



CorpStrat

INSURANCE • EMPLOYEE BENEFITS • HR • PAYROLL

CA Lic. #0635793

² See e.g., *Nagrampa v. MailCoups, Inc.* (9th Cir. 2006) 469 F.3d 1257, 1281 (Contract of adhesion is a standardized contract imposed on the subscribing party without opportunity to negotiate terms).

³ Hakes, *supra*, note 1 at 103.

⁴ Cal. Ev. Code §622. The statute adds that it does not apply to the recital of consideration.

⁵ *Plaza Freeway Ltd. Partnership v. First Mountain Bank* (2000) 81 Cal.App.4th 616, 626.

⁶ *City of Santa Cruz v. Pac. Gas & Elec. Co.* (2000) 82 Cal. App. 4th 1167, 1176.

⁷ See, 1 Witkin, Cal. Evid. 5th Burden § 164 (2019) (A conclusive presumption need not have a logical basis, and no evidence may be received to contradict it).

⁸ *Citizens Bus. Bank v. Gevorgian* (2013) 218 Cal. App. 4th 602, 625 ("section 622 does not bar an assertion of fraud or other grounds for rescission of a contract or to recitals in an adhesion contract."); *Bruni v. Didion* (2008) 160 Cal.App.4th 1272, 1291 ("This not a situation involving arm's length negotiations marked by the opportunity of both sides 'to accept, reject, or modify the terms of the agreement'").

⁹ See e.g., *KMS Fusion, Inc. v. United States* (Fed. Cl. 1996) 36 Fed. Cl. 68, 77, aff'd, 108 F.3d 1393 (Fed. Cir. 1997) (Recitals are not contractual and do not control the express provisions but may help ascertain intention of the parties).

¹⁰ See e.g., *Aramony v. United Way of Am.*, (2d Cir. 2001) 254 F.3d 403, 413 (Statement in a "whereas" clause may be useful in interpreting an ambiguous clause but it cannot create any right beyond what arises from the document's terms); *Grynberg v. FERC*, (D.C.Cir. 1995) 71 F.3d 413, 416 (It is standard contract law that a "whereas" clause, "while sometimes useful as an aid to interpretation," cannot create rights beyond those arising from the operative terms).

¹¹ See e.g., *Atlantic Mut. Ins. Co. v. Metron Eng'g & Constr. Co.*, (7th Cir. 1996) 83 F.3d 897, 899 (recitals are not binding obligations unless referred to in the operative portion of the instrument); *Olympic Chevrolet, Inc. v. General Motors Corp.* (N.D.Ill. 1997) 959 F. Supp. 918, 923 (same).

¹² Black's Law Dictionary (11th ed. 2019).

¹³ See, e.g., *Narayan v. EGL, Inc.*, (9th Cir. 2010) 616 F.3d 895, 903-04 (That drivers had contracts "expressly acknowledging that they were independent contractors" was not dispositive; label placed by parties on their relationship was not dispositive).

¹⁴ 374 So.2d 618 (Fla.App., 1979).

¹⁵ *Id.* at 619.

¹⁶ Black's Law Dictionary (11th ed. 2019).

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Tahoe National Bank v. Phillips* (1971) 4 Cal.3d 11, 18 n.6.

²⁰ Steven S. Gensler, *Must, Should, Shall*, 43 Akron L. Rev. 1139, 1144-47 (2010) (Later, "shall" was returned based on having acquired an understood meaning from long prior use. *Id.* at 1159; discussed in Marie Moore and Mark Senn, *Drafting Tips for Today's Commercial Lease*, American Law Institute Course Materials (June 13-14, 2009)).

²¹ Civil Code Sec. 1620.

²² Civil Code Sec. 1621.

²³ See e.g., Cal. U. Com. Code Sec. 1-304 (Providing that every contract within scope of Uniform Commercial Code imposes an obligation of good faith in its performance and enforcement).

²⁴ *Retired Employees Assn. of Orange County, Inc. v. County of Orange* (2011) 52 Cal.4th 1171, 1179.

²⁵ See e.g., *In re Facebook, Inc., Consumer Privacy User Profile Litigation*, (N.D. Cal. 2019) 402 F.Supp.3d 767, 802.

²⁶ Charles A. Borek, *Contract Drafting and Review for the Maryland Lawyer*, (Maryland Bar Assoc. June 2015).

²⁷ *Chapman v. Skype Inc.* (2013) 220 Cal.App.4th 217, 234.

²⁸ *Id.* at 233.

²⁹ See e.g., *Western Filter Corp. v. Argan, Inc.* (9th Cir. 2008) 540 F.3d 947, 952 ("Both parties agree that without the Survival Clause the representations and warranties would have terminated at the time of closing."). But see, *Ram's Gate Winery, LLC v. Roche*, (2015) 235 Cal.App.4th 1071, 1080 (declining to apply this rule on various grounds including that scope of the rule is narrower).

³⁰ Cal. Civ. Code Sec. 1434.

³¹ *Platt Pacific, Inc. v. Andelson*, (1993) 6 Cal.4th 307, 313 (Internal citations omitted).

³² *Wm. R. Clarke Corp. v. Safeco Ins. Co.*, (1997) 15 Cal.4th 882, 885.

³³ *Lindsey v. Clossco*, (D. Az. 1986) 642 F.Supp. 250, 255, aff'd 816 F.2d 479 (9th Cir. 1986).

³⁴ *Wien Consol. Airlines, Inc. v. C. I. R.*, (9th Cir. 1976) 528 F.2d 735, 737.

³⁵ *Lindsey v. Clossco*, *supra* note 33, 642 F.Supp. at 255.

³⁶ See, Hakes, *supra* note 1 at 115.

³⁷ Uniform Commercial Code Sec. 2-316. See also, *Sierra Diesel Injection Service, Inc. v. Burroughs Corp.*, Inc. (9th Cir. 1989) 890 F.2d 108, 114 (Whether a disclaimer is conspicuous involves more than measuring the type size or placement of the disclaimer in the contract; but also concerns whether a reasonable person would be surprised to find the disclaimer in the contract).



The Matloff Company has been a top insurance broker to Southern California attorneys, their firms and families for over 32 years.

RATED A+ A.M.
BEST INSURERS.

Life Insurance

Term, Universal Life, Survivorship, Estate Planning, Key-Person

Disability Insurance

Insure your most important asset—"Your ability to earn income"
Insures you in your own occupation
Benefits keep up with inflation

Long Term Care Insurance

Several quality carriers for individuals and firms

Health Insurance

All major insurance companies for individuals & firms

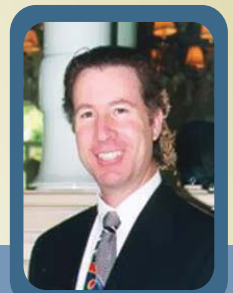


The Matloff Company

An Insurance and Financial Services Company

Phone: (800) 468-4467

E-mail: elliott@matloffcompany.com



Elliot Matloff

www.matloffcompany.com



Contract Terms: What They Are and How They Work

Test No. 137

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.

- Contract provisions can be categorized as recitals, acknowledgements, covenants and promises, representations, warranties, conditions, disclaimers and other risk allocation terms.
☐ True ☐ False
- Recitals refer to provisions that are so common as to date from time immemorial and are easily recited from memory.
☐ True ☐ False
- Introductory recitals are equally binding on the parties as all other contract provisions.
☐ True ☐ False
- Actor promises to appear at the scheduled performance and perform in public all lines from the script is an example of a contractual provision that is a recital.
☐ True ☐ False
- The California Evidence Code states that facts recited in a written instrument are conclusively presumed to be true as between the parties.
☐ True ☐ False
- The doctrine of estoppel by contract holds that someone who enters into a contract by signing, is not allowed to deny the existence of the contract.
☐ True ☐ False
- In some circumstances, a conclusive presumption can be denied.
☐ True ☐ False
- Acknowledgements are similar to recitals in that acknowledgements too state facts.
☐ True ☐ False
- Acknowledgements convey a sense that one party is acquiescing to be bound by a fact that is adverse to the party making the acknowledgement.
☐ True ☐ False
- Covenants and promises differ from each other. A covenant is more solemn due to its religious historical significance.
☐ True ☐ False
- Must, shall, and will are universally recognized by the courts as being synonymous.
☐ True ☐ False
- Express terms have priority over implied terms.
☐ True ☐ False
- It is superfluous in a contract to include an additional clause stating that shall and will and must are intended to mean an obligation is mandatory.
☐ True ☐ False
- A representation is a statement of fact existing at the time of the contract that indicates a basis on which the recipient is willing to enter into the particular contract.
☐ True ☐ False
- A representation induces the recipient to enter into the contract, but only if he recipient reads and relies on the representation.
☐ True ☐ False
- In contracts for sales of businesses a buyer may not be able to rescind based on false representations and warranties after the transaction has been completed.
☐ True ☐ False
- The risk of a misrepresentation claim being extinguished by closing of the sale, can be reduced or avoided by providing in the agreement that the representations and warranties survive the closing.
☐ True ☐ False
- If a warranted fact is not true, the party making the warranty must take action to make the warranted fact true or compensate the party who relied on the warranty.
☐ True ☐ False
- An obligation is conditional, when the rights or duties of any party depend on the occurrence of an uncertain event.
☐ True ☐ False
- A condition subsequent refers to a future event, which, if and when it happens, results in an obligation no longer being binding on the other party.
☐ True ☐ False

Contract Terms: What They Are and How They Work

MCLE Answer Sheet No. 137

INSTRUCTIONS:

- Accurately complete this form.
- Study the MCLE article in this issue.
- Answer the test questions by marking the appropriate boxes below.
- Mail this form and the \$20 testing fee for SFVBA members (or \$30 for non-SFVBA members) to:

San Fernando Valley Bar Association
20750 Ventura Blvd., Suite 140
Woodland Hills, CA 91364

METHOD OF PAYMENT:

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

Credit Card Number

CVV code _____ Exp. Date _____/_____/_____

Authorized Signature

- Make a copy of this completed form for your records.
- 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) 227-0495.

Name _____

Law Firm/Organization _____

Address _____

City _____

State/Zip _____

Email _____

Phone _____

State Bar No. _____

ANSWERS:

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

- | | | |
|-----|-------------------------------|--------------------------------|
| 1. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 2. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 3. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 4. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 5. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 6. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 7. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 8. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 9. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 10. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 11. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 12. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 13. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 14. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 15. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 16. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 17. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 18. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 19. | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 20. | <input type="checkbox"/> True | <input type="checkbox"/> False |

The Law School Experience, Part I: The Deans' Perspective

By Michael D. White

Legal education is a process tempered over time and social evolution, as we will see in this snapshot look at the current state of legal education and the law school experience through the eyes of the deans of five regional law schools—Loyola, Pepperdine, Southwestern, the University of California, Los Angeles, and the University of Southern California.



MERRIAM WEBSTER DEFINES LAW SCHOOL as “a school that trains people to become lawyers with a specialization of training students in matters regarding legal education.”

A simple, to-the-point definition to be sure, but misses the mark by a mile in that it does not describe the experience itself—the avalanche of reading, digesting volumes of case law, life readjustment, time management, setting priorities, the competition, finding interesting areas of practice, and the realization that you couldn’t envision being anywhere else.

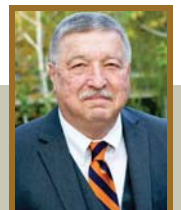
On the one hand, depicted as intimidating, harrowing, exhausting, and all-encompassing, law school, is, at the same time, stimulating, invigorating, intellectually challenging, and personally revelatory.

Legal education is a process tempered over time and social evolution as we’ll see in this snapshot look at the current state of legal education and the law school experience through the eyes of the deans of five regional law schools—Loyola, Pepperdine, Southwestern, the University of California, Los Angeles, and the University of Southern California.

We gave each a question that narrowed down their perspectives on issues such as the expectations of incoming students, the impact of technology on legal education, perceived changes in the law school classroom environment, and how law school today compares with past experience.

Once commenting on attorneys and what they do, comedian Jerry Seinfeld, of all people, put it another way, saying, “To me, a lawyer is basically the person that knows the rules of the country. We’re all throwing the dice, playing the game, moving our pieces around the board, but if there is a problem the lawyer is the only person who has read the inside of the top of the box.”

Next month, in Part II of The Law School Experience, we will look at the experience from the perspective of third year students and recent law school graduates, fresh from their first peek at what is “inside the top of the box.”



Michael D. White is editor of *Valley Lawyer* magazine. He is the author of four published books and has worked in business journalism for more than 35 years. Before joining the staff of the SFVBA, he worked as Web Content Editor for the Los Angeles County Metropolitan Transportation Authority. He can be reached at michael@sfvba.org.



Jennifer L. Mnookin, David G. Price and Dallas P. Price Professor of Law, was named Dean of the UCLA School of Law in August 2015.

A member of the UCLA Law faculty since 2005, she served as Vice Dean for Faculty and Research from 2007 to 2009, and Vice Dean for Faculty Recruitment and Intellectual Life in 2012-13.

Prior to joining UCLA Law, Dean Mnookin was Professor of Law and Barron F. Black Research Professor at the University of Virginia School of Law, and visiting professor of law at Harvard Law School. She received her AB from Harvard University, her JD from Yale Law School, and a Doctorate in History and the Social Study of Science and

Technology from the Massachusetts Institute of Technology. Initiatives she has spearheaded include the law school's first alumnae leadership conference; new programs in human rights, criminal justice and immigration; and the expansion of clinical opportunities in areas ranging from veterans' needs to documentary filmmaking. A leading evidence scholar, Dean Mnookin is founder and faculty co-director of PULSE@UCLA Law—the Program on Understanding Law, Science & Evidence.¹

We asked Dean Mnookin how the latest technologies have impacted the way in which the law is taught.

“New technologies have had a influence on both how law is taught and how law is practiced. Increasing numbers of law firms are investing in technologies that do change the way lawyering is done and that, appropriately, has some effect on the way law is taught,” she says.

“There are some ways in which we use educational technologies in the first year; for example, some of our faculty use clickers [classroom or audience response systems that enable teachers to rapidly collect and analyze student responses to questions in real-time during class] or other devices that give them the ability to do real assessments of what the students understand.

So there are some significant ways in which educational technologies have been brought into the classroom, but I think the first year curriculum still looks quite a lot like the one that I took. There hasn't been a lot of transformation there in that sense. We are seeing increased offerings in both the second and third year that do engage with new technologies, as well as with a variety of other current issues.”

UCLA, says Dean Mnookin, “now offers courses in privacy law and cybersecurity, which weren't even fields of practice when I was in law school. We are having conversations about autonomous vehicles and liability issues in our basic torts class. So there are a lot of issues about law and regulation that touch on new technologies. There is more we can do to educate our students about the new technologies that they are likely to be encountering in their practices depending on where they are.”

The program, she says, includes “a new program on professionalism that is beginning to explore a number of areas, including the use of technology, some that aren't really new, but are important for lawyering success, like being really good with Excel and Word. Those are not cutting edge, but to be comfortable with both are skills that lawyers can benefit from across the widest scale of practice areas. We are also working to expose our students to some of the more novel forms of lawyering technology.”

The law school now hosts an annual event through its Lowell Milken Institute for Business Law and Policy.

“The event looks at Silicon Beach and some of the tech issues that are arising through the increasing number of tech companies that either have outposts or are based here in L.A.”

¹ <https://law.ucla.edu/faculty/faculty-profiles/jennifer-l-mnookin/>

“New technologies have had a influence on both how law is taught and how law is practiced.” — Jennifer L. Mnookin

Michael Waterstone

Dean | Loyola Law School



On June 1, 2016, Michael Waterstone became the 18th Dean of Loyola Law School in Los Angeles. He also serves as Senior Vice President at Loyola Marymount University and is a nationally recognized expert in areas of disability and civil rights law.

Waterstone first joined Loyola's faculty in 2006, teaching civil procedure, disability law and employment law. In 2014-2015, he was a Visiting Professor at Northwestern University School of Law in Chicago, where students selected him as the Outstanding First Year Professor.

Prior to his tenure at Loyola Law School, he taught at the University of Mississippi Law School. He also worked as an associate in the Los Angeles law firm of Munger, Tolles & Olson, LLP for three years, focusing on commercial litigation.¹

Raised in the San Fernando Valley, Dean Waterstone earned his law degree in 1999 from Harvard Law School and his undergraduate degree in political science from UCLA.

We asked Dean Waterstone if he has seen any changes over the years in the expectations of incoming law students.

Today, he says, "students are both more sophisticated and idealistic than they were when I was in law school or since I began in


legal education. With the high cost of tuition, they need to be. I always ask when students inquire about law school, do you know what lawyers do, do you really want to be one...and increasingly, students have given me thoughtful answers to those questions. Law school applications declined precipitously in 2008, by about 40 percent, and they've come up a little bit, but they're mostly stable now."

What has happened, Dean Waterstone says, "is that there was a shake out of people who really didn't know why they wanted to go to law school and hadn't really thought it through that much. Law school is not for everybody, but I think that it's a phenomenally important and exciting time to go to law school. In terms of what the future might hold, paraphrasing the great philosopher Yogi Berra... 'Nobody knows the future because it hasn't happened yet'."

Law schools, he adds, "have gotten way better in preparing their students, not just for that all-important first job, but for the world as it will exist as they mature as professionals...a world that is going to look a great deal different from the world we know now," he says. "We have a first year class in artificial intelligence and we have our advanced students working on building justice-related apps that enable public interest organizations to do their work more efficiently. The future is a moving target and students are increasingly being prepared for it. With law school tuition being as high as it is, the decision to go to law school should not be a casual one."

The cost is "a huge investment in time and energy, but I think that students have a pretty sophisticated expectation of what they are going to get out of the experience and why they want to be here," says Dean Waterstone. "Increasingly, they look out at the world and see big challenges with the environment, with the criminal justice system, with an increasingly regulatory environment, and see that lawyers have a role to play in creating change and they want to be a part of it."

¹ <https://www.lls.edu/faculty/facultylists-z/waterstonemichael/>



"Law school is not for everybody, but I think that it's a phenomenally important and exciting time to go to law school."
— Michael Waterstone

Susan T. Prager

Dean | Southwestern Law School

SOUTHWESTERN LAW SCHOOL
LOS ANGELES



Born in Sacramento, California, and raised on a nearby farm, Susan T. Prager was named Dean of Southwestern Law School in 2013.

She earned her undergraduate and Master's degrees in history from Stanford and received her JD degree from UCLA, where she served as editor-in-chief of the *UCLA Law Review*.

Before law school, Dean Prager worked for three legislators in the U.S. Congress and the California Legislature.

She practiced law in North Carolina and, in 1972, returned to Los Angeles to join the UCLA Law faculty, where she focused on family, community property, and historic preservation law.

Appointed Associate Dean of the UCLA School of Law in 1979, she was

named Dean three years later—the first female law dean in the University of California system and, at the time, one of only two women serving in that capacity in the entire country. She served from 1982 to 1998, the longest tenure of any law dean in UCLA history.

Dean Prager later served as the first woman President at Occidental College, and in 2008, rejoined the legal community as the Executive Director and Chief Executive Officer of the Association of American Law Schools.

After five years with the Washington, D.C.-based organization, she was named Dean of Southwestern Law School, one of Los Angeles' oldest educational institutions.¹

We asked Dean Prager if law school today is perceived as any less stressful than it has been depicted in the past?

Generally speaking, says Dean Prager, “the first year of law school is pretty much prescribed. When I entered law school, a number of things had changed from that stereotypical ‘paper chase’ mindset, but there were still faculties comprised of professors like that.”

It is, though, “quite a bit different today though. We could say that it is kinder and gentler now, but the trick is that as a law teacher you have to get students comfortable with the idea that they are going to be called upon

to speak when they are not prepared to answer. In other words, they are going to have a client walk into their office, start telling them a story, and expecting them to say something. They will be in a community meeting in their neighborhood surrounded by people who know they are a lawyer who will look to them to say something that will be helpful or meaningful. So it is just not the things that you can prepare for, obviously. People who do trial work will have to spend an enormous amount of time researching, preparing and then adapting to what occurs in court.”

Today, she says, “we explain to students why we call on them to speak in class. It is because it is one of the things that attorneys are called upon to do, and a good attorney will be able to curb their own anxiety so that they can speak effectively under pressure.”

According to Dean Prager, “Another thing that new attorneys need to see as critical is the ability to write. Over my nearly 50 years in legal education, practicing lawyers have consistently complained that new attorneys can't write. My view has always been that if you can not effectively analyze a problem, you can not write well. You can not separate thinking about an issue and being able to write so that others can understand what you are trying to communicate.”

Beginning with a few schools 30 years ago and now virtually everywhere, she says, “Law schools have professionalized legal writing, by using full time, long term teachers who teach legal writing in context, often in a year-long course more appropriately called Legal Analysis, Writing and Skills.

The days when legal writing was taught, by busy attorneys or recent untrained law school graduates, thankfully are gone.”

¹ <https://www.swlaw.edu/faculty/full-time/susan-prager>

“Another thing that new attorneys need to see as critical is the ability to write.”
— Susan T. Prager



Andrew T. Guzman joined the USC Gould School of Law as Dean and Carl Mason Franklin Chair in Law, and Professor of Law and Political Science in July 2015.

An authority on international law and economics, Dean Guzman has written extensively on international trade, international regulatory matters, foreign direct investment and public international law. Dean Guzman's recent work has addressed international tribunals, soft law, the safety of imported products, and climate change.

Prior to joining USC Gould, he was the Jackson H. Ralston Professor of Law and Associate Dean of International and Advanced Programs at UC Berkeley, where he also served as Director of the school's International and Executive Legal Education Program.

In addition, he has served as a Visiting Professor at Harvard Law School, the University of Chicago Law School, the University of Virginia Law School, Vanderbilt Law School, the University of Hamburg, and the National University Law School in Bangalore, India.

Dean Guzman earned his JD and PhD in Economics from Harvard, where he was Books and Commentaries Editor for the *Harvard Law Review*.¹

Addressing the question as to whether law school adequately prepares new attorneys

for the challenges they'll face in the profession, Dean Guzman gives an uncompromising, "Yes, I do and you will be shocked to learn that I am a big cheerleader as to how law school education works."

Law schools, he says, "train people to enter a profession. They train students to engage and think through complex legal issues by pulling them apart and putting them back together so they can be understandable and handled in a way to help a client navigate legal challenges be they in a transactional business setting or in an effort to deal with a dispute or a problem in a litigation setting."

Over the past decade, Dean Guzman has observed that, "We have gotten much better in the last decade at what goes under the heading of experiential or practice-ready education. Today, there are many more opportunities for students in law school to do things that lawyers do."

For example, he says, "We have a robust selection of clinics where students represent real clients with real legal issues under the supervision of a faculty member. So each clinic is like a small law firm where the faculty members are the partners and the students are the associates. So they get the opportunity to learn a lot of the skills involve in being a lawyer that are transferable to wherever they wind up practicing. I think we do a reasonably good job of that."

It is important to keep in mind that, like in any profession, "people continue to learn after they graduate. We do not aspire to graduate people who are ready to be partners in a law firm," he says. "I don't know how to graduate a fourth year lawyer. You are going to learn things when you actually become a lawyer, and I think we position our students well so that they know what they need to know to succeed at that stage and, importantly, we position them to learn and develop as they actually engage in the practice of law."

¹ <https://gould.usc.edu/faculty/?id=72117>

“People continue to learn after they graduate.” – Andrew T. Guzman



Paul L. Caron

Dean | Caruso School of Law,
Pepperdine University

PEPPERDINE | CARUSO SCHOOL OF LAW



Paul L. Caron was named Duane and Kelly Roberts Dean of Pepperdine University's Caruso School of Law on June 1, 2017.

Dean Caron joined the Pepperdine faculty in 2013 after serving as the D & L Straus Distinguished Visiting Professor in the spring semesters in 2010-2013.

He served as Associate Dean for Research and Faculty Development at Pepperdine in 2015-2017 and previously was Associate Dean of Faculty and Charles Hartsock Professor of Law at the University of Cincinnati College of Law.

He has served as a Visiting Professor at the University of Florida College of Law, Florida

State University College of Law, the University of San Diego School of Law, and the New York University/IRS Office of Chief Counsel Continuing Professional Education Program.


A Magna Cum Laude graduate of Georgetown, Dean Caron received his JD from Cornell Law School in 1983 and, later earned an LLM at Boston University.¹

Reflecting on his days in law school, Dean Caron commented on how the legal education of today differs from the legal education he received at Cornell.

"It is certainly not like the aggressive, Socratic environment that could leave students in tears," he says. "I feel that all law schools have changed with the times and so it is not as fearful as perhaps it was way back in the day, but the real magic of it though is the fact that the best of our faculty hold students accountable and have rigor in their classes without confrontation. It is a different generation of students, but it is also a different generation of teachers."

The best faculty members, says Dean Caron, "have techniques that can challenge students without being hostile. Students have not changed in that when you are surrounded by 60 of your peers, you don't want to look like an idiot. At the same time, effective faculty want to create a real active learning experience in the classroom because the practice of law is not a passive activity."

All lawyers, even if they're not battling it out in court, he says, "have to be able to think for themselves on their feet and discuss legal issues with their clients and others. We always have to keep that in mind and not let students think that they can be passive observers and not active learners."

Pepperdine, he says, "happens to have one of the largest cohorts in the country of veterans in our student body because we are a 'Yellow Ribbon' institution and give substantial financial aid to veterans. It is always interesting to hear their stories. My wife and I invite groups of eight to ten first year students to our home for a meal and we will often hear some of the veterans say, 'Well, I was deployed to Afghanistan and Iraq, so 'Professor X' really doesn't scare me'." 

¹ <https://law.pepperdine.edu/faculty-research/paul-caron/>

“The best faculty members have techniques that can challenge students without being hostile.” – Paul L. Caron

SPONSOR THE SFVBA'S INAUGURAL MOCK TRIAL COMPETITION



FRIDAY, APRIL 17, 2020

Burbank Courthouse

300 E. Olive Avenue, Burbank, CA 91502

SATURDAY, APRIL 18, 2020

SFVBA Offices

20750 Ventura Boulevard, Suite 140
Woodland Hills, CA 91364

► FIRST CHAIR \$1,000

5 available

- Prominent billing on all promotional material
- Two-minute talk at Award Ceremony
- Presentation of one Individual Award

► SECOND CHAIR \$500

Unlimited

- Named on all promotional material
- Recognition at Award Ceremony

► VOLUNTEER

30 practicing attorneys and bench officers

Event Information

Sponsor the SFVBA's Inaugural Mock Trial Competition, where eight California law schools will go head-to-head to be the San Fernando Valley Bar Association's first ever best overall team. Students will also compete for the titles of Best Opening, Closing, Direct, Cross, and Best Overall Advocate.

PLEASE CONTACT

Amanda Moghaddam

(818) 568-3179

moghaddama@lawyersmutual.com

Linda Temkin

(818) 227-0495

events@sfvba.org



By Kyle M. Ellis

A Look Back, A Look Forward



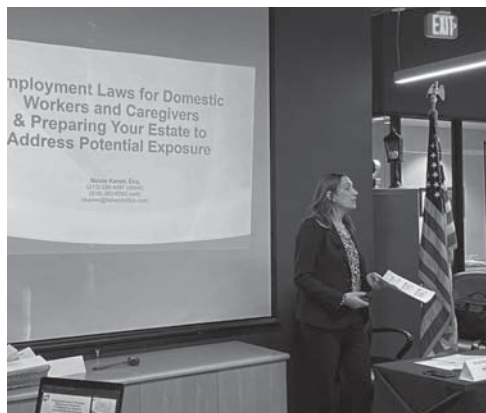
EVERY YEAR, BOTH THE staff and members of the San Fernando Valley Bar Association work tirelessly to organize events that benefit our members and the Valley legal community. While some events may get more billing than others, the yearly calendar of events is a true point of pride for our organization and is of incredible benefit to the members.

The SFVBA Board and the Association's Committees and Sections collectively organize hundreds of hours of MCLE, networking activities, and social gatherings for our members.

Every member should sit up, take advantage of these opportunities, and suggest improvements to them that will encourage both regular and potential attendees to return again and again.

This January and February began with two of the Association's banner events.

In January, the Association held its yearly MCLE Marathon, where attorneys throughout the San Fernando Valley were given the opportunity to quickly finish up their Bar-mandated education



requirements ahead of the February filing deadline. Attendees were able to enjoy the company of their fellow attorneys at the new SFVBA offices, which were used for the first time for an event of this size.

In February, the Association welcomed more than 60 Judicial Officers for our annual Judges' Night.

This year, SFVBA President Barry Goldberg had the distinct pleasure of awarding Judge of the Year to Los Angeles Superior Court Judge Virginia Keeney, and recognizing the hard work that our Valley-based court commissioners do each and every day.

This month, we welcome the return of Dinner At My Place (DAMP)—one of the Association's newer traditions, initiated

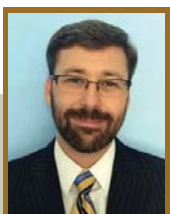
by Valarie Dean, where members have the opportunity to enjoy the company of other members in the comfortable setting of the host's home. Hosts and guests alike have enjoyed meeting each other in a more informal setting apart from the type of large-scale or industry-specific networking events that so often fill the days of our members.

In April, the Association will be launching its very first Mock Trial



Competition for law students attending law schools throughout California.

Over the course of two days, ten teams from seven law schools will have the opportunity to work on their advocacy skills right here in the Valley. It will provide an outstanding opportunity



Kyle M. Ellis is Supervising Research Attorney at the Los Angeles Superior Court. He serves on the SFVBA Board of Trustees and as Chair of the SFVBA Membership and Marketing Committee and can be reached at elliskylem@gmail.com.

for our members to help the next crop of new lawyers improve their advocacy skills by volunteering as evaluators and judges for the competition.

Summer Activities

While the Association knows that many of our members enjoy their vacations over the summer months, the Association will still be hard at work offering up a number of new and old events throughout that season.

First, there is our annual Membership Appreciation event, an evening of food, prizes, and fun, where the Association takes a moment to reflect and recognize



the energy and commitment that our members give back to the Association. SFVBA knows that it could not continue without our amazing members, and we recognize that every year at this enjoyable event.

Next, is the planned return of our Meet the Expert program. Members may remember the event last year where vendors from a variety of fields came together to display their professional services to our members. The response to the event was overwhelmingly positive and, based on the wonderful feedback from last year's event, it is the Association's goal to make this a yearly tradition in the same vein as our Holiday Party and Membership Appreciation dinner.

Finally, a new event is being planned in the summer that we are tentatively calling Meet the Bosses.

While still in the planning stages, the proposed event will have SFVBA working

together with the region's law schools and local firms to connect school graduates who have taken the Bar exam with our more seasoned attorneys.

Formal and Informal

As 2020 transitions into its last quarter, the Association will pull out its formal wear to thank the contributions over the past year of SFVBA President Barry Goldberg, welcome the new president

particularly special about the event is that the Gala is the very first opportunity for the incoming president of the Association to put forward their vision for their upcoming term in office.

Another reason to dress up in the fall is our yearly Diversity Mixer. It is a point of pride for SFVBA to be an active member of the Multicultural Bar Alliance, and to have even been recognized by the State Bar of California with its 2016 Diversity Award for its "outstanding efforts and significant contributions" in ensuring equal opportunity for all persons considering a career in the legal profession.

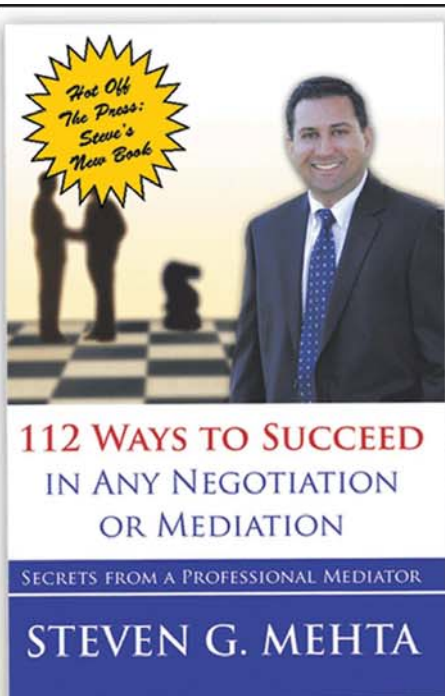
This recognition did not come without the incredible efforts of our membership, and, in particular, the SFVBA Inclusion and Diversity Committee, which works to organize education and mentoring programs to help ensure equal access and



of the Association, and swear in the Board of Trustees for the 2020-2021 term.

The Installation Gala is one of SFVBA's most important events of the year, and we have always been fortunate to have a wellspring of support from our members, a great many outstanding Valley law firms, sister bar associations, elected officials, and judges. What is





Steven G. Mehta is one of California's premier, award-winning attorney mediators, specializing in intensely-difficult and emotionally-charged cases.

Steve's book, **112 Ways to Succeed in Any Negotiation or Mediation**, will turbo-charge your negotiation skills regardless of your experience.

To schedule your mediation or order a copy of Steve's new book, call **661.284.1818** or check with your local bookseller, preferred online retailer, or online at:

www.112ways.com or www.stevemehta.com

Locations in Los Angeles & Valencia
Mediations throughout California

equal opportunity for everyone with an interest in the law.

The fall Diversity Mixer is one way that members who do not serve on the Inclusion and Diversity Committee to learn about the Committee's work and how they can help contribute to its worthy programs.

The final event to close out the year is always the SFVBA Holiday Party in December. Always a warm and friendly held at the Association office the event gives members the opportunity to bid farewell to the year by donating gifts for distribution to children at the Valley's homeless shelters, and contributing blankets to the Valley's homeless, all part of a Bar tradition dating back to 1995.

The events discussed above represent just a few of the well-organized and well-attended gatherings available to the Association's membership, all opportunities where our members have the opportunity to interact with the Valley legal community and other professionals.

Get Involved

Equally important to emphasize are the smaller events organized by the Bar's Sections, which form the backbone of the Association's monthly activity calendar.

A look at the Event Calendar in this edition alone of *Valley Lawyer*, will offer details on no less than five events organized by Bar Sections, each of which offers members the opportunity to earn reduced-rate or free MCLE throughout the year, network with members in their particular fields, and improve their practice.

In addition to our Section-specific events, members have the opportunity to join the Valley Bar Network and focus on networking with attorneys and other professionals that are not directly in their field of practice. Typically meeting

on the first Monday of each month, VBN is a unique and effective benefit for members that other networking organizations often require.

Last, but certainly not least, is the opportunity that members have become directly involved in the running of the Association and its events through participation on our various Committees.

If there is an event or program you feel would be of interest to its members, membership on the appropriate Committee and a well-crafted proposal could make it happen.

Also, if you have any ideas for improvements to an existing Association program, then you as a Committee member are always welcome to become part of the planning process to make those improvements a reality.

“


The San Fernando Valley Bar Association is not just run for its members; it is run by its members.”

SFVBA is not just run for its members; it is run by its members and any member is both welcome and invited to help it improve and grow.

Mentioned above is just a peek at the wealth of events, programs, and relationships that the

Association offers both its members and the community. Every member is invited to participate in the creation and planning of those events, but, most importantly, every member is invited to participate in enjoying and deriving maximum benefit from them.

It is the sincere hope of SFVBA and its Membership and Marketing Committee that you take advantage of all of the opportunities that the Association offers to network, learn, grow as an attorney, and to have some fun along the way.

So, when you plan your calendar for the rest of the year, take a moment to remember the events that the Association is working to provide for you, and join in. You won't regret it. 

NEW MEMBERS

The following joined the SFVBA, November 2019 – January 2020:

Sarvenaz Bahar
Los Angeles
Appellate

Kenny C. Brooks
Nemecek & Cole
Encino
Litigation

Paul John Cohen
Van Nuys
Criminal Law

Sarah Demers
Kantor & Kantor, LLP
Northridge
Insurance Law

Xiaona Ding
Northridge
Law Student

Matthew S. Erickson
Chatsworth
Civil Litigation

Aimee Gill
Porter Ranch
Litigation

Daniel Nathan Greenbaum
Van Nuys
Consumer Protection

Elizabeth Hopkins
Kantor & Kantor, LLP
Northridge
Insurance Law

Robert John Labau
Simi Valley

Daniel L. Macioce, Jr.
Santa Clarita
Personal Injury

Brigitte Malatjalian
Kraft Miles, A Law Corporation
Woodland Hills
Family Law

Douglas Joseph Rosner
Westlake Village
Litigation

Candy Ross
Pasadena
Real Property

Tisha Nicole Simpson
Valencia
Real Property

Joy Marie Sterling
Calabasas
Law Student

Daniel Sterrett
Woodland Hills
Civil Litigation

Randall J. Sundeen
Law Office of Randall J. Sundeen
Simi Valley
Family Law

Taylor Ulloa
Woodland Hills
Law Student

Matthew Vodnoy
Kestenbaum Law Group, APC
Van Nuys
Criminal Law

Jessica Weisel
Akin Gump Strauss Hauer & Feld LLP
Los Angeles
Appellate

Zoya Y. Yarnykh
Kantor & Kantor, LLP
Northridge
Disability

Keith C. Zajic
Sherman Oaks
Entertainment Law



PERSONAL INJURY PRACTICE GROUP

(nearly 40 years of service in the Valley)



ANDREW L. SHAPIRO
Chair & Shareholder
ashapiro@lewitthackman.com



THOMAS CECIL
Shareholder
tcecil@lewitthackman.com



DAVID B. BOBROSKY
Shareholder
dbobrosky@lewitthackman.com

lewitthackman.com
(818) 990-2120



LEWITT | HACKMAN
SHAPIRO | MARSHALL | HARLAN
A LAW CORPORATION

Referral fees subject to California Bar rules.



Robert Graf

DRE# 01469117

- Will provide all vendors necessary to prepare any property for sale.
- Attorney references provided upon request.
- Serving greater Los Angeles, Ventura, and Orange County areas.



PROBATE. TRUST. STANDARD SALES

O: 818.368.6265 | M: 818.399.9455 | E: bob@RobertGraf.com
www.RobertGraf.com | 11141 Tampa Ave., Porter Ranch, CA 91326

Sometimes numbers are the only prints left behind.

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

Chris Hamilton, CPA, CFE, CVA
 805.306.7890
www.arxisfinancial.com
chamilton@arxisgroup.com



FORENSIC ACCOUNTING

BUSINESS VALUATION

FRAUD ANALYSIS

Aronsohn & So

Real Estate Professionals



Probate and Trust Sale Experts



Lori Aronsohn

818.516.9218

Larealty@me.com

#01910398



www.asprobatererealty.com

Los Angeles & Environs

Patricia So

818.601.5455

Info@patriciaso.com

#01916870



Member Focus

Without its individual members no organization can function. Each of the San Fernando Valley Bar Association's 2,000-plus members is a critical component that makes the Bar one of the most highly respected professional legal groups in the state. Every month, we will introduce various members of the Bar and help put a face on our organization.



Richard M. Garber



Law School: Southwestern University School of Law

Area(s) of Practice: Consumer bankruptcy and small business bankruptcies, tax resolution, student loan negotiation, trust deeds, business formation

Years in Practice: 37 years

Firm: Law Offices of Richard Mark Garber, Valley Village

Remember your first car? "The first that I purchased was a 1982 Honda Prelude. My actual first car was God-awful canary yellow Pontiac Ventura."

What's your favorite fast food? "Fried chicken."

What's your favorite vacation spot? "Hawaii."

Attorney Richard M. Garber was born in Washington, D.C., and graduated from the University of Maryland, College Park before traveling west to Los Angeles in 1979.

He enrolled at the Southwestern School of Law and graduated from the school's SCALE (Southwestern's Conceptual Approach to Legal Education) program in two years.

Garber was admitted to the California Bar in June 1982. Later that same year, he was admitted to the U.S. District Court, Central District of California and launched his career focusing on the areas of business, bankruptcy and tax law as a sole practitioner three years later.

Garber has been a life-long admirer of polymath and Founding Father, Benjamin Franklin.

"He was the first American genius, the first American renaissance man," says Garber. "He was a journalist and author, a politician, a business man, and a scientist. I have always found him to be a very interesting historical figure."

Franklin's influence on the shaping of the Declaration of Independence "and his influence on the Constitutional Convention were most profound and are his greatest legacy," he says.

An avid fan of professional football and basketball, Garber particularly follows the NFL's Baltimore Ravens and Washington Redskins, and the on-court play of the Washington Wizards basketball team.

Neil M. Popowitz



Law School: Loyola Law School, Los Angeles

Area (s) of Practice: Business, real estate, land use, zoning

Years in Practice: 30 years

Firm: Freilich & Popowitz LLP, Los Angeles

Did you have a childhood hero?

"Neil Armstrong. When I was a little boy I thought it was cool that we shared a name, but I'm still in awe of what he, Buzz Aldrin and Michael Collins accomplished."

What are your Top Three movies? "*Young Frankenstein*, *Saving Private Ryan*, and *The Good, the Bad & the Ugly*."

What is your favorite season of the year? "Spring. I love the rebirth of life and the riotous colors of the flowers."

What would you be doing professionally if you weren't an attorney? "My wife and I own a small vineyard in Paso Robles. I love farming. Tending the vines, driving the tractor, and the days outdoors. There is something very zen about working with your hands and the satisfaction of a job well done, a feeling of accomplishment at the end of the day."

Neil M. Popowitz is a founding partner of Freilich & Popowitz, LLP. He is a founding director of the Clean Technology Council, whose nonprofit mission is to foster an environment of learning, mentoring, expert support and collaborative resourcing for businesses and entrepreneurs to develop and market clean energy and technology innovations both locally and globally.

Popowitz received his undergraduate degree from the University of California at Berkeley, his JD from Loyola Law School, and his MBA from the University of Southern California's Marshall School of Business.

He is admitted to practice law in California, the Court of Appeals for the Ninth Circuit, the Court of Appeals for the Eighth Circuit, the Court of Appeals for the Federal Circuit, and all U.S. District Courts in California.

In addition to membership in the San Fernando Valley Bar Association, Popowitz is active in several sections of the American Bar Association, the Federal Bar Association, and the U.S. Court of Federal Claims Bar Association.



By Seth Horowitz

Promoting the Law Firm: What Works

LAWYERS MUST MARKET THEMSELVES AND their firms in today's uber-competitive legal landscape.

It is not enough to be a "great" lawyer at a "great" law firm as being "great" is no longer a differentiator, although being average or bad is.

A great "Product" in the Four Ps of Marketing—Product, Price, Promotion, Place—will definitely assist with retaining clientele. Your firm's management makes internal, strategic decisions on Price and Place, or locations.

This article is about the wild card, Promotion.

When devising an overall marketing strategy, a firm can dissect where it is (Point A) and how it plans on moving to Point B. Many law firm leaders are not good at sitting down to take hard, honest looks at where they are and what they need to do to arrive at where they want to be. A strategic marketing plan, often driven by outside, objective eyes, will allow the

firm to undertake a comprehensive study of Strengths, Weaknesses, Opportunities, Threats (and Trends)—a SWOT analysis. The results will help drive the firm's brand positioning and trickle down to the rainmakers, who ultimately bring in the revenue.

Once a firm decides on its differentiators, and what sets it apart, the firm's marketing minds can create an umbrella strategy that drips down to the various marketing tactics used by practice groups and individual attorneys.

Tried and true tactics include networking, branding, public relations, advertising and the web, social media and SEO.

Business Development/Networking

It is often said that "clients hire lawyers not law firms," therefore it is incumbent upon the firm's rainmaking lawyers to disseminate a firm's strategic differentiators to the "real world."

Once a firm adopts an identity, which like any organism can change with the times, the easiest way for that identity



Seth Horowitz is the President and Founder of Horowitz Agency, a full-service integrated marketing agency for law firms, business managers and production companies with offices in Sherman Oaks, Century City, and New York. He can be reached at seth@horowitzagency.com.

to be communicated to others is through one-on-one messaging.

Lawyers go to events, lunches and conferences to meet prospective clients and wave the firm flag. Understanding what prospective clients need will drive the messages the lawyer sends. It isn't incredibly effective to try to sell real estate legal services to someone looking for labor and employment legal services. If your firm handles both, then becoming a master of cross selling can augment your book of business.

This is where the art of promotion comes in (the science is going to the right places to meet the right people). Creativity and listening skills will serve lawyers well as opportunities present themselves. When there is potential for client retention, conveying competence and trust will help land the engagement and the delivery on the promise of the firm's differentiators will assist with retention.

If a firm bills itself as "the most responsive M&A boutique in Sherman Oaks," then it must deliver on that brand promise after the work comes in.

Lawyers are constantly complaining about not having enough time to develop business. That is often merely an excuse, because business can be developed anywhere. It is what you say, not where you say it, that leads to a strong book.

Branding/Advertising

Using the example of "the most responsive M&A boutique in Sherman Oaks," a firm can develop a tagline and other advertisements around brand promises. There are plenty of law firms in Sherman Oaks that say they do M&A work, however adopting a tagline and backing it up is a good way to overtly differentiate. High, strong design will also demonstrate that the firm is credible and allocates resources to its brand.

Setting aside egos for the benefit of the brand by shortening the firm's name from "Smith, Johnson, Jones, Michaelson, Howard, Smith and Parker" to "Smith Johnson" will help with branding efforts. It will also help with creating a bold, easy to digest logo. Committing to the logo and consistently applying it is much more important than reaching full design consensus within the firm, which is nearly impossible.

Note: Lawyers like to meddle in tactical marketing. Bad idea because it can be counterproductive. Lawyers need to focus on leveraging the marketing resources around them to bring in work. When it comes to design (and content creation, public relations, etc.) they need to trust the professionals they hire to execute. The law firms that market best do it this way.

Public Relations

Having the right media relationships to procure sourcing

opportunities is the quickest way to achieve credibility. Every firm needs a few "talking heads" to light up the internet and print publications with quotes in *The Wall Street Journal*, *Forbes*, and *Bloomberg*.

Using our previous example, M&A and other corporate deals happen all the time, and reporters often need expert sources to weigh in on what happened, what might happen, and other legal nuances. Lawyers being quoted offers valuable exposure for your firm; however, playing the "PR game" does not come without risk. Reporters might spell your name incorrectly, they might misquote you, they might take your comments out of context, and they might use your words to paint a story that creates sides.

Building a PR network can be a time-consuming and challenging process. It can be a daunting task to cultivate strong relationships, but after taking the time and necessary steps to build them, the press coverage will be worth it.

You have to ask yourself if it is worth it to play the PR game. Any lawyer who has built a career playing the PR game will tell you it absolutely is.

Digital

Almost every law firm has a website, and has probably had one for a couple of decades. Many law firms have responsive sites and those that don't have one need one.

A responsive website uses HTML and CSS to automatically resize, hide, shrink, or enlarge, a website, to make it look good on all devices (desktops, tablets, and phones).

Having a responsive site is important since prospective clients are using modern technology such as smartphones to make hiring decisions before ever meeting in person. The firm's website provides an opportunity to make a strong first impression on potential clients.

Some firms opt to grab the visitor with a striking design, others pepper the home page with recent outstanding results, while others use video to capture the visitor. In any case, great sites give visitors reason to stay, and incorporate calls to action. Make sure the website has a Privacy Policy and is ADA compliant.

Complementary strategies include Search Engine Optimization (SEO) and Social Media, both focusing on efforts to drive visitors to appropriate website landing pages. A strong "on page" and "off page" SEO campaign will leverage keyword-rich content to establish your firm as a thought leader in its space.

And, yes, content is king. The more relevant and targeted content a firm is able to produce, the better its SEO strategy will be.

Law firms with leaders who encourage firm members and associates to write articles, short blog entries and other pieces of content have a leg up on those that don't. These pieces of content take on average thirty minutes to write

and can even be “ghostwritten” by marketing professionals, whether in house or out.

Some firms, mostly criminal and PI firms, use Google Ads, or Pay Per Click (PPC), to drive traffic to the website.

PPC isn't for every firm, however those with PPC budgets need to be careful when it comes to keyword selection so they don't spend all their money with not so great results. Consider investing in PPC advertising if business comes from the internet.

Organic marketing and branding complemented by a focused Google Ad strategy can bolster traffic and lead to conversions when creating campaigns around specific queries. When the firm decides to run a PPC campaign, the firm should hire an agency to run top-notch campaigns using relevant ad copy.

Website analytics provide the firm with a wealth of valuable and actionable information. To begin this process, start using Google Analytics.

By using Google Analytics, a firm can learn about who is visiting the website, how visitors are finding the site, and which pages they visit. This data, along with other key metrics, must be used to optimize the website and reach more potential clients.

A comprehensive social media strategy utilizes social platforms, such as LinkedIn, Instagram and Twitter to reinforce the firm's brand and create more funnels to the law firm website. Firms that create internal social media guidelines help ensure that the right people are posting to the social media handles.

Firms have different personalities and thus different approaches to social media. Some firms like to repurpose relevant outside content and engage with thought leaders, while others use social media to simply repurpose important firm-only content.

Video content is best suited to Facebook and Instagram, industry updates and long form written content are most appropriate for LinkedIn and short updates and article sharing are best for Twitter.

Videos are easily uploaded to YouTube and links are created to share on social media. Aim to align social media content distribution with the firm's personality.

“Website analytics provide the firm with a wealth of valuable and actionable information.”

Effective Emails

Email marketing is far from dead. Despite the attention placed on social media marketing, email marketing continues to be an effective channel to engage your audience.


Email newsletters offer a consistent method of spreading company updates and any other information that is relevant to clients that want to hear from you. Sending email newsletters to clients and prospective clients will keep the firm “top of mind” the next time a demand hits.

Firms with multiple practice areas should segment mailings and send relevant, customized newsletters to different audiences. Consider using a marketing platform like HubSpot to segment lists and build scheduled and automated emails for distribution.

In addition to a robust marketing platform, HubSpot also provides powerful tools to manage your contacts and monitor their marketing activity.

HubSpot's CRM (Customer Relationship Management) is free to use, but firms that desire leads and clients should consider Hubspot's premium software packages to consolidate marketing efforts into one comprehensive resource. To help build, execute and manage your CRM and marketing strategy, connect with a HubSpot Certified Agency to ensure that you are using HubSpot to its full potential.

This cursory overview of the marketing tactics law firms are employing does not dive into the methods of strong execution since most lawyers do not have the time to run the marketing campaigns.

To succeed, the professionals implementing these tactics via the direction of an overall strategic plan must be careful and thorough. With the right team in place, any law firm can set itself apart and increase its bottom line. 

SFVBA Inclusion & Diversity and Membership & Marketing Committees

DINNER AT MY PLACE

A member benefit to help members get to know each other in an intimate setting and spur referrals.

Thursday, March 26
6:30 PM | Granada Hills



\$25 to attend one dinner.

When Bankruptcy May Be the Best Solution...

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

Law Offices of Steven R. Fox
Bankruptcy & Related Matters

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



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

**MCLA** Mediation Center
of Los Angeles
Building Community Through Mediation

a project of
THE VALLEY BAR MEDIATION CENTER

New LA Superior Court Vendor Resource Program now available to all Civil Litigants!

- Have an active civil case? Want to settle your case before trial at a convenient time and place?
- Want a reduced-fee mediation with an experienced lawyer-mediator?
- The LA Superior Court selected MCLA as a Civil Mediation Resource Vendor for all civil cases.
- MCLA is also an authorized provider of Online Mediation that will substantially reduce the time and expense of mediation. No need to travel. Just stay in your office or home and work online.
- MCLA uses Zoom.us to create an online mediation experience similar to in-person mediations with separate confidential video conference rooms.



Call, email or go to our website to find out more information about our exclusive services and rates.

(833) 476-9145 | info@mediationla.org | www.MediationLA.org

20750 Ventura Boulevard | Suite 140 | Woodland Hills, CA 91364

An IRS Approved 501c(3) non-profit organization

Referring the Best Attorneys Since 1948

The Attorney Referral Service of the SFVBA is a valuable service, one that operates for the direct purpose of referring potential clients to qualified attorneys. It also pays dividends to the attorneys involved. Many of the cases referred by the ARS earn significant fees for panel attorneys.

Programs

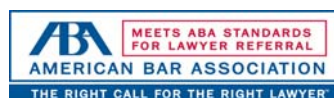
- Senior Citizen Legal Services
- Modest Means Program
- Speaker Bureau
- Family Law Limited Scope Representation

Hablamos Español



San Fernando Valley Bar Association

(818) 340-4529



www.SFVBArefferal.com

Mutual Benefit, Mutual Success

EVERY MONTH, THE SFVBA'S Attorney Referral Service (ARS) receives hundreds of solicitations in the form of phone calls, website submissions, email inquiries, social media inquiries, walk-ins, and jail mail, all with a wide array of legal needs.

Unfortunately, a vast majority of the inquiries involve the dissolution of a marriage or partnership. Daunting, from the referral service staff's perspective because with separation, there is anger and hostility over a loss of a relationship that was never expected to come with an expiration date.

For the SFVBA's public service program, it is undoubtedly clear that success is directly tied to the success of panel attorneys and client satisfaction. ARS sets the bar high, retains not only top quality, but dedicated and committed attorneys, which positions ARS to offer viable referrals, instilling confidence and encouragement in clients during challenging times.

Accordingly, ARS has attorneys such as Jack Kendall, a family law attorney located in the North Valley, who very seldom will turn away ARS referrals—that is his way of helping the community.

ARS, a State Bar Certified Attorney Referral Service, is in the business of public service, providing reputable referrals and subsequently access to justice. For attorneys, occasional charitable work comes with the territory, as is the case for ARS panelists.

Even so, when Kendall recognizes that ARS is struggling to provide a referral, he offers guidance and helps ARS staff appropriately refer the potential client, or, at a minimum, provide the client with useful resources.

More so, Kendall, like many other attorneys on the ARS panel will respectfully

pass on cases where he believes he is not suitable, whether it is due to conflicts, managing a heavy caseload, or intricate clients.

In this case feature, Kendall's consideration recently provided an ARS client, one John Smith [a pseudonym], with a victory in what originated as a very chaotic and disheartening time.

Smith contacted ARS seeking an attorney to defend to two DVROs (Domestic Violence Restraining Orders), and assistance with his divorce.

From an initial telephone consultation with Smith, ARS learned that one of his primary and valid concerns involved the legal fees for proper representation against a pair of restraining orders in two separate counties, Los Angeles and Ventura.

Fortunately, once Kendall connected with Smith, they were able to craft a strategy that his client was comfortable with, while legal fees would be kept to a minimum.

They formed an action plan that would allow them to focus on both aspects of the pending matters—the divorce and the claims of domestic violence.

Kendall and Smith prevailed, after an intervention, Smith's estranged wife,

FAVI GONZALEZ
Attorney Referral Service
Consultant



favi@sfvba.org

Susan Jones [a pseudonym], ceased all domestic violence charges against her husband.

It was an extraordinary development for Smith, who was overjoyed as he learned about the dismissal of the pending DVRO hearing in the Los Angeles County Superior Court, and, in due course, he received his divorce by default and kept his expenses to a minimum by securing a reputable, honorable ARS panel member, willing to sacrifice legal fees to do the right thing.

Despite the nature of the circumstances that paired attorney and client, Kendall was able to make a terrible situation better due to his experience, caring nature and professionalism.

Feedback from ARS panel members and client surveys consistently illustrate a high degree of mutual regard, despite the sometimes trying circumstances that in which a majority of ARS clients find themselves.

As this story, and so many others, show, despite the challenges, the community can count on the SFVBA's Attorney Referral Service to offer access to justice. 🏛️

WORKERS' COMPENSATION STATE CERTIFIED SPECIALIST



William J. Kropach
william@kropachlaw.com

*Chairman Workers'
Comp Section*

SFVBA 1987-2000

*Volunteer of the Year
SFVBA 2003*



LAW OFFICES OF

KROPACH & KROPACH

A PROFESSIONAL CORPORATION

Over 40 years combined experience.

REFERRAL FEES PAID—CALL

818.609.7005

WWW.WILLIAMKROPACH.COM



William H. Kropach
whk@kropachlaw.com



VALLEY COMMUNITY LEGAL FOUNDATION OF THE SAN FERNANDO VALLEY BAR ASSOCIATION

CHARITY BEGINS WITH YOU

THE SAN FERNANDO VALLEY LEGAL COMMUNITY

CHARITABLE ARM OF THE SFVBA

SUPPORTING LEGAL NEEDS OF VALLEY
YOUTH, DOMESTIC VIOLENCE VICTIMS,
AND VETERANS

WORKING WITH JUDGES AND OTHERS
IN THE VALLEY LEGAL COMMUNITY

SPONSORING TEEN COURT CLUBS
AND LAW MAGNETS AT 9 VALLEY HIGH
SCHOOLS

PROVIDING EDUCATIONAL GRANTS FOR
LEGAL CAREERS

SUPPORTING LAW-RELATED PROJECTS
IN THE VALLEY

ASSISTING VALLEY RESIDENTS IN NEED

FUNDED BY DONATIONS FROM PEOPLE LIKE YOU



VCLF SUPPORTS THE FOLLOWING ORGANIZATIONS



RECENT SCHOLARSHIP RECIPIENTS INCLUDE STUDENTS AT



To donate to the VCLF or to learn more, visit
www.thevclf.org
and help us make a difference in our community



PHOTO GALLERY



**MULTICULTURAL BAR
ALLIANCE 2020 UNITY
BREAKFAST**
February 1, 2020

**THE 44TH ANNUAL JOHN M. LANGSTON
INSTALLATION & AWARDS GALA**

February 7, 2020



**SFVBA, THE ITALIAN AMERICAN LAWYERS ASSOCIATION
AND 20+ LEGAL ORGANIZATIONS HONOR L.A. SUPERIOR
COURT PRESIDING JUDGE KEVIN C. BRAZILE WITH A
DIVERSITY & INCLUSION AWARD**

February 9, 2020



**60TH ANNUAL MEXICAN AMERICAN BAR ASSOCIATION
INSTALLATION OF OFFICERS & AWARDS GALA**

February 22, 2020



Securing a Loose Cannon

Dear Phil,

We have a young attorney in our firm who seems to relish exasperating judges and aggravating co-workers whenever an opportunity presents itself. He's highly qualified and certainly capable in the ins-and-outs of researching and organizing a case for trial, but his demeanor (haughty) and attitude (superior) leave much to be desired. I don't want to taint his career so close to its start by letting him go, but how can I get him to see the error of his ways before it's too late?

Sincerely,
Vexed



Illustration by Gabriella Anderson

DEAR "VEXED," YOUR QUESTION IS AN IMPORTANT one as your associate's character affects not only his own potential for future success, but the reputation of your firm as a whole. I commend you for recognizing his potential and for allowing him to remedy his mistakes before you cut your losses. Hopefully, with your mentorship, these issues can be remedied.

Attorneys must carry themselves ethically and civilly. Each attorney, including your associate, took the following oath before practicing: "As an officer of the court, I will strive to conduct myself at all times with dignity, courtesy, and integrity."

This oath encompasses the duty to act respectfully when addressing others, including other attorneys, co-workers, and, certainly, judges.

An attorney's success hinges on more than just how well he or she can research and write. It balances on how he or she communicates and collaborates with others. An arrogant or superior demeanor, especially from a young associate, will both alienate co-workers and discourage potential clients.

Further, when out in the general public, your associate acts as a representative for your firm. No one wants to work with a person with the attributes you describe.

Your associate's actions in the courtroom are especially problematic. Attorneys are to maintain the highest respect for judges, and act accordingly. A judge's decisions determine the fate of the clients you represent, not just in the case the associate was handling, but all other cases he will handle before that judge.

Judges remember the counsel that have appeared before them, and they especially remember the counsel that leave a bad impression. An attorney, therefore, cannot aggravate a judge and simultaneously act in the best interest of their client.

This concept is not just common sense, it has actually been codified in the Business and Professions Code, as among the list of duties a lawyer must abide by includes the duty "[t]o maintain the respect due to the courts of justice and judicial officers."

Even if the line between zealous advocacy and behavior that is exasperating to a judge is a fine one, it should never, and can never, be crossed.

That being said, the high-stress nature of being a litigator may negatively affect the temperament of even the most patient and positive member of our profession. It may very well be that your associate's actions are unintentional and that he is unaware of his behavior. A conversation with him about the importance of civility and patience when speaking to others in the firm may do him well.

Further, coaching your associates to make effective arguments in court, even where the judge disagrees with a position, may be effective. It may also be prudent to allow your younger associates to accompany more senior members of your firm to watch their oral arguments. This can go far in teaching them how to effectively and respectfully conduct themselves before judges in stressful situations, and it is likely not a skill that was adequately taught in law school.

Your firm has a reputation to uphold, and it must be run with the highest standards of professionalism and civility. Hopefully, your associate can learn and absorb these concepts before it is too late.

Best,

Phil

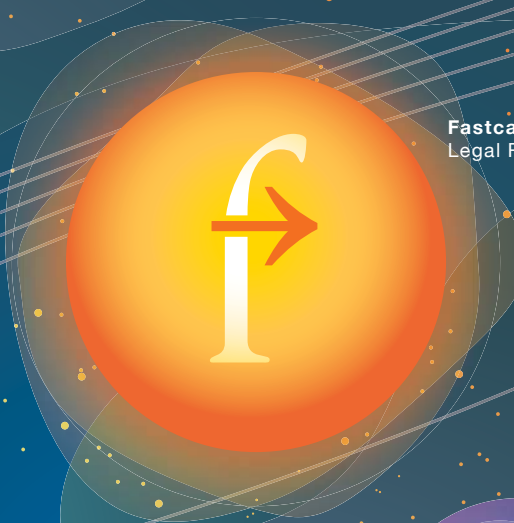
Dear Phil is an advice column appearing regularly in *Valley Lawyer Magazine*. Members are invited to submit questions seeking advice on ethics, career advancement, workplace relations, law firm management and more. Answers are drafted by *Valley Lawyer's* Editorial Committee. Submit questions to editor@sfbva.org.

A WORLD OF DIFFERENCE

Law Street Media
Legal News



Fastcase
Legal Research



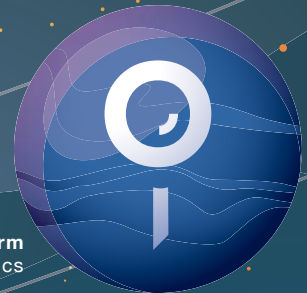
AI Sandbox
Legal-Data Analysis



Full Court Press
Expert Treatises



Docket Alarm
Pleadings + Analytics



NextChapter
Bankruptcy Petitions + Filing



START YOUR JOURNEY

Fastcase is one of the planet's most innovative legal research services, and it's available free to members of the San Fernando Valley Bar Association.

LEARN MORE AT
www.sfvba.org

DOWNLOAD TODAY



CLASSIFIEDS

ATTORNEY-TO-ATTORNEY REFERRALS

STATE BAR CERTIFIED WORKERS COMP SPECIALIST

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

SPACE AVAILABLE

SHERMAN OAKS SUBLEASE

Large executive office (22'x18') with views of hills (btw. Woodman and Hazeltine). \$950/month. Secretary space available. Contact David (818) 907-9688.

SHERMAN OAKS

Single Office Space w/Secretarial Bay in Comerica Bldg. Professional suite with CPAs and Tax attorneys in the Sherman Oaks Galleria, 10th fl., 12 mo. lease. Amazing views. Relaxed atmosphere. First month & deposit due upon entry. Call (818) 995-1040.

WARNER CENTER SUBLEASE

Window office (17x10) plus secretarial bay, full service suite, receptionist, voicemail, copy, conference room. Call (818) 999-9397.

WESTLAKE VILLAGE OFFICES

Fabulous Westlake Village Offices for Lease. State of the art, contemporary suites for lease. Move-in ready. Satellite Office? Stop fighting the 101! (805) 449-1943.

SUPPORT SERVICES PROFESSIONAL MONITORED VISITATIONS AND PARENTING COACHING

Family Visitation Services • 20 years experience offering a family friendly approach to high conflict custody situations • Member of SVN • Hourly or extended visitations, will travel • visitsbyllene@yahoo.com • (818) 968-8586/(800) 526-5179.

GRAPHIC ARTIST

Creating affordable, high-quality designs that will promote your business with simplicity and style. Wide range of styles & personal attention, making sure your project is always delivered on time. Call Marina at (818) 606-0204.

WHAT ARE YOUR ADVERTISING PLANS IN 2020?

Visit www.sfvba.org
for the *Valley Lawyer*
Media Kit



CONTACT (818) 227-0497
TO PLACE YOUR AD.

BURNED BY YOUR STOCKBROKER?

SECURITIES LAW CLAIMS AGAINST STOCKBROKERS

Stock Market Losses Caused by:

- Excessive Trading in Account
- Unsuitable Investments • Misrepresentation
- Variable Annuities • Breach of Fiduciary Duty
- Reverse Convertible Bonds

LAW OFFICES OF JONATHAN W. EVANS & ASSOCIATES

43 Years of Experience
Highest Avvo rating - 10.0 out of 10.0
FINRA Arbitrator

No Recovery - No Fee
Free Initial Consultation

Select by peers as
SECURITIES LITIGATION SUPERLAWYER

2007-2013 & 2015-2019

Call today for an appointment

(213)626-1881 • (800)699-1881

(818)760-9880

www.stocklaw.com

SFVBA MCLE

Seminars on Audio

COULDN'T ATTEND AN IMPORTANT SFVBA SEMINAR?

Most SFVBA
seminars since 2013
available on
audio CD or MP3.

Stay current and
earn MCLE credit.



Versatape

Who is Versatape?

Versatape has been
recording and marketing
audio copies of bar association
educational seminars to
California attorneys since 1983.

www.versatape.com
(800) 468-2737



PRESIDENT'S CIRCLE

WE RECOGNIZE THE FOLLOWING PRESIDENT'S CIRCLE MEMBERS FOR THEIR DEDICATION TO THE SFVBA AND THE COMMUNITY.

Alpert Barr & Grant APLC
Brot·Gross·Fishbein·LLP
Brutzkus Gubner Rozansky Seror Weber LLP
G&B Law, LLP
Kantor & Kantor LLP
Kraft Miles ALC
Law Offices of Gerald L. Marcus
Lewitt Hackman Shapiro Marshall & Harlan ALC
Neighborhood Legal Services of Los Angeles County
Nemecek & Cole
Oldman Cooley Sallus Birnberg & Coleman
Stone | Dean
The Reape-Rickett Law Firm

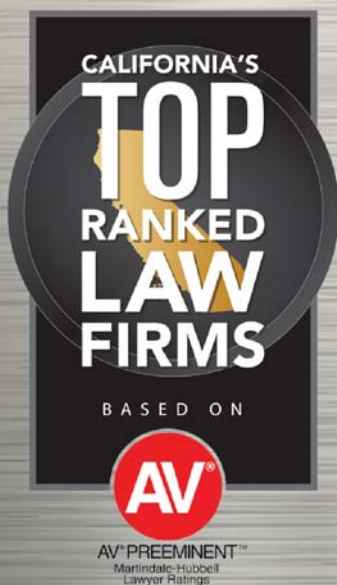
- SFVBA membership for every firm attorney and paralegal
- Prominent listing in *Valley Lawyer* and firm logo on President's Circle page of SFVBA website
- Recognition and 5% discount on tables at Bar-wide events, including Judges' Night
- Invitations to President's Circle exclusive events with bench officers, community leaders and large firms



LEWITT | HACKMAN

SHAPIRO | MARSHALL | HARLAN

A LAW CORPORATION



16633 Ventura Boulevard, Eleventh Floor
Encino, California 91436

lewitthackman.com
818.990.2120