

VALLEY LAWYER



AUGUST 2020 • \$5

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Coping, Adapting and Overcoming: Dealing with the Challenges of COVID-19

Mechanics of Financing: Promissory Notes and Deeds of Trust

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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.

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Time to Thrive, Not Just Survive!

BARRY P. GOLDBERG
SFVBA President



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WHEN I ASSUMED THE POST OF PRESIDENT of the San Fernando Valley Bar Association in October 2019, I had compiled a mental "Vision Board," of sorts—a collection of all the great things I wanted to accomplish and all the amazing programs that we could support and organize.

We started with a bang, and, then, welcome to 2020! It soon became clear that everyone, lawyers included, was about to experience a disaster, courtesy of the COVID-19 pandemic.

As a personal injury lawyer, I started to feel a creeping panic develop when I heard on the local news that the California Highway Patrol reported that, on that particular day, for the first time ever, there was not a single motor vehicle accident on Southern California freeways. Not an insignificant fact given that Southern California is flush with personal injury lawyers.

Of course, personal injury law is hardly the only area of law affected by COVID-19. Quite literally, every area of the legal profession has been impacted. Through SFVBA, we began working with the court system right from the start as it became clear that the court system would be shut down and would impact cases for months, if not years. Criminal cases would be backlogged, family law cases would become increasingly critical, and general litigation would be displaced, while cash-strapped clients will have difficulty paying their legal bills.

The challenge was clear, and I made the conscious decision early on in the crisis to not only survive, but to thrive.

Unfortunately, the pandemic has separated lawyers into two, clear-cut groups—those that are shouldering through the pandemic, and those that are not. Those who mapped out a preparedness plan to quickly pivot and those that now wish they did.

I have spoken with hundreds of lawyers in the last few months and have observed how some have responded to the COVID-19 pandemic.

There is a common and somewhat understandable reaction from many of them—a blend of "I will wait this out"... "I will do the best I can under the circumstances" and, or "Things will be back to normal soon."

Recently, I came across a couple of surveys of both lawyers and potential clients conducted by leading legal service providers, CLIO and Martindale-Hubbe.

Their goal was to find out if and how COVID-19 is altering the way lawyers conduct their business and the results are eye-opening.

Together, the surveys found that:


- About two-thirds of the lawyers surveyed are experiencing increased levels of stress and anxiety.
- More than half of them stated that the number of prospective clients has actually decreased and that they are worried about making a living over the next few months.
- More than half of all lawyers report that they are "less busy" than before the COVID-19 pandemic started.
- About a quarter of the potential clients responding to the survey said they thought most lawyers had stopped offering legal services because of the pandemic, with about the same percentage also believing that lawyers are less likely to deliver quality legal services than they were before the pandemic struck.

To top it all, more than 10 percent of lawyers have laid off staff, while an additional 15 percent expect to lay off staff in the next three to six months.

These are difficult times, to be sure, but, in order to thrive, each of us must decide right now to pivot the way they practice and even consider adding additional services.

Use any downtime to actively market your services and let the community know that you are open for business and can help them with their legal problems.

By now, each of you should be a pro at working remotely, hopefully adapting to the new legal environment, and, for example, continuing to grow professionally by taking advantage of the wide-ranging menu of excellent webinar programs organized for our members.

If not, start now. Commit today to not only survive, but thrive, for you, your practice and your clients, present and future. 

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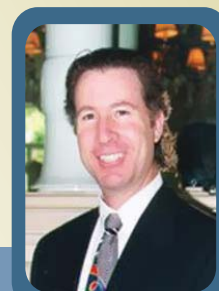
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Protection from the Wind

IN DAYS LONG PAST, ON particularly cold, windy days—and, yes, believe it or not, it can get very cold and very windy in the Valley—I can vividly recall watching my Dad take sheets of the now-defunct *Los Angeles Herald-Examiner* and layer them, like some kind of armor plate, underneath, the front of his shirt.

The first time I observed this strange ritual, one day before he left the house for his night (and second) job, I was perplexed. What? Why was he doing that? I didn't have to ask. He saw the quizzical look on my face and he said, matter-of-factly, "It's the best insulation there is to protect you from the wind."

The youngest of four kids, my father was born in 1921 into a low-income family in Fall River, Massachusetts, a place where the winters can be as bleak as they can be bone-chilling.

When he was a boy, he was tasked with stalking the nearby freight yard to pelt the passing locomotives with rocks. There, he would—like a ragged, miniature Fred Astaire—adeptly dodge the barrage of coal chunks that swearing and cursing irate engineers and firemen would fling at him.

MICHAEL D. WHITE
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Once peace was restored, albeit temporarily, he would collect the coal in a gunny sack and bring it home to warm their family's three-room flat on the second floor above a general store.

My father was an adaptor. He had to be. His family depended on him and he never failed to find a way to get done what needed to be done, honestly and faithfully. He was a good man who understood that he didn't have a monopoly on grief or hardship and that

“


The youngest of four kids, my father was born in 1921 into a low-income family in Fall River, Massachusetts, a place where the winters can be as bleak as they can be bone-chilling.”

life's challenges were to be overcome, not whined about or loaded onto someone else's shoulders. He endured and he overcame.

So, too, are the attorneys that I talked with in putting this month's cover article together. Each one, in their own way, has adapted to and overcome the professional and

personal challenges that have followed in the wake of the current COVID-19 pandemic.

Typical of those who make up the membership of the SFVBA, past, present and future, they have adjusted, acclimatized, altered, revised, amended, and reworked their routines to surmount the seemingly insurmountable and, at the same time, grow as individuals, family members, and professionals.

My Dad would have been proud of them. 

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- 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)
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2	ZOOM MEETING 3  5:30 PM	4	5	WEBINAR 6 Business Law and Real Property Section Contract Rights and Risk Management in the Age of COVID-19 12:00 NOON Sponsored by  EXETER® 1031 EXCHANGE SERVICES LLC Speakers David Gurnick, Steven Feldman and Stephen Holzer will discuss how lawyers can help clients get out of bad contracts and leases, how best to plan future business contracts, and how to utilize insurance to manage risk and cover losses. Free to Current Members. (1 MCLE Hour) ZOOM MEETING 6:00 PM Membership and Marketing Committee	7	8	
9	10	ZOOM MEETING 11 Board of Trustees 6:00 PM	WEBINAR 12 All Section Cybersecurity For Lawyers Amidst COVID-19 12:00 NOON Sponsored by ITSUPPORTLA Yuri Aberfeld, CEO of IT Support LA will outline the new vulnerabilities due to COVID-19 and how legal professionals can best protect themselves and their data. Free to Current Members. (1 MCLE Hour) See ad on page 22	13	WEBINAR 14 Bankruptcy Law Section Abandonments and Exemptions 12:00 NOON The webinar will cover the ins and outs of Abandonment and Exemptions, asserting them and losing them. Panelists will be Hon. Meredith Jury, U.S. Bankruptcy Judge, Ret., Todd Turoci and Summer Shaw. Approved for Bankruptcy Law Legal Specialization. (1.25 MCLE Hours)	15	
16	ZOOM MEETING 17 Mock Trial Committee 6:00 PM	FREE VIRTUAL EVENT The Road to Mediation: Rising to the Challenge 12:00 NOON Meet top mediators who will discuss how best to avoid the quagmire at the local courts and review how mediation can alleviate the burden on you and your clients and address possible privacy concerns. 1 MCLE Hour (Legal Ethics)			20 Sponsored by  JUDICATE WEST Alternative Dispute Resolution Results Beyond Dispute®  SIGNATURE RESOLUTION Steven Sepassi MCLA Mediation Center of Los Angeles See ad on page 21	21	22
23	24	ZOOM MEETING 25 Executive Committee 5:00 PM	26	WEBINAR 27 Litigation Law Section What To Do When the Plaintiff/Defendant Passes Away During Litigation 2:00 PM Sponsored by ELLIS  BAKH LLP Trial Lawyers Free to all members and non-members alike. (1 MCLE Hour)	28	29	
30	31						



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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 20.

Mechanics of Financing: Promissory Notes and Deeds of Trust

By Marshall A. Glick

Real estate, business or corporate attorneys are often called upon to draft or review promissory notes secured by deeds of trust. Many provisions of such promissory notes are commonplace and found in virtually all such documents and deeds of trust, while other provisions are required by statute, depending upon the nature of the loan itself.



ATTORNEYS PRACTICING REAL ESTATE, BUSINESS or corporate law are often called upon to draft or review promissory notes secured by deeds of trust.

Many provisions of such promissory notes are commonplace and found in virtually all such documents and deeds of trust, while other provisions are, depending upon the nature of the loan itself, required by statute.

The focus of this article is on the more uncommon provisions that counsel should be aware of during the negotiation and document drafting process. It covers the types of promissory notes and deeds of trust currently in use and lists some of the recommended provisions that may be included from a seller's or lender's perspective.

However, as a reference guide, this article is not intended to be all-inclusive of every provision that should be considered. There are numerous other provisions that could not be mentioned for reasons of brevity.

Part II of this article will appear in the next edition of *Valley Lawyer* that will cover the recommended provisions that should be considered from a buyer's or borrower's perspective, and list some of the important deed of trust provisions that should not be overlooked.

Types of Promissory Notes

The large majority of institutional loans, which are believed to be used in most business and real estate loan transactions, fall into the category of promissory notes.

There are four basic types of promissory notes in use in California:

- Installment notes, which provide for the payment of principal and interest on a monthly, quarterly or other periodic bases;
- Straight notes that provide for the payment of principal on a specific future date, with interest payments occurring either periodically prior to or at the time when principal becomes due and payable;
- Demand notes that do not provide for a specific due date for the payment of principal or interest and are usually subject to being called due at the whim of the lender, that is, the holder of the note; and,
- To a much lesser extent, all-inclusive promissory notes which include the unpaid principal balance of underlying loans on a property, plus the new funds advanced by the lender, usually the seller of the property.

There is also a wide variety of printed form notes that attempt, usually unsuccessfully, to portray one of the preceding note forms and are often materially deficient.

For that reason, the use of a printed form promissory note is not recommended in any arms-length transaction. The provisions that are omitted from most printed form promissory notes may prove to be important to a seller or buyer, or lender or borrower.

Thus, it can be argued that competent legal representation requires never using an unmodified printed form of promissory note.

Installment Notes

Probably the most frequently used—and most familiar form of—promissory note is the installment note.

Most loan transactions require the payment of principal and interest at monthly, quarterly or annual intervals, that is, until the maturity date of the note when the remaining principal balance and then accrued interest becomes due and payable.

Straight Notes

Borrowers may consider that straight notes are preferable to installment notes because principal, and often interest payments, are deferred until the maturity date specified in the note. Some straight notes appear to be modified installment notes because the payment of one or more principal installments, with or without the payment of accrued interest, may be required prior to the note's maturity date.

However, a classic straight note only requires the payment of principal on the maturity date of the note.

From a seller's or lender's standpoint, their use may be riskier for the reason that until the maturity date of the note—or an installment payment date, if provided for—which could be a distant future date, the seller or lender does not know if the buyer or borrower will perform by making the required principal and interest payments.

Demand Notes

Demand notes are promissory notes that do not provide for a specific date for the payment of either principal or accrued interest. Principal and interest are made payable on the demand by the holder of the note.

They generally favor lenders because principal and accrued interest may be called due and payable at the whim of the note holder—that is, unless the note contains provisions that preclude the making of a demand for payment until a

Marshall A. Glick has been practicing business and real estate law for over fifty years and is Of Counsel to Glick Atalla, a professional law corporation in Encino, California.



specified date or the occurrence of an event described in the note, both of which would be unusual provisions.

Regarding demand notes, the running of the California Statute of Limitations commences on the date of the note, when demand is constructively deemed to have been made.

Accordingly, the actual date that demand payment is made under a demand note is irrelevant under the terms of the Statute of Limitations. As a rule, on all other forms of promissory notes, the four year limitation period commences to run from the date a payment is due under the note and is not paid in full.

Practice Tip: *For purposes of the California Statute of Limitations, in most cases a demand for payment under a “written instrument” must be made within four years of the maturity date of the note, or from the date of a missed installment payment, or enforcement and collection of the note may be barred.*¹

All-Inclusive Promissory Notes and Deeds of Trust

Although less frequently used compared to other note forms, all-inclusive promissory notes are worth mentioning as the principal amount includes the unpaid balance on underlying loans plus the new funds advanced. A deed of trust securing an all-inclusive promissory note is referred to as an All-Inclusive Deed of Trust (AITD) or a “wrap-around mortgage.”

An AITD is a form of secondary financing that may be used in purchasing real property in which the seller takes back a junior mortgage that wraps around and includes the unpaid balances of any senior mortgages that are already secured by the property, plus an amount equal to the remaining purchase money balance.

Under an AITD, the seller accepts a secured promissory note, and the new buyer makes monthly (or other periodic) payments to the seller, who is then responsible for making the payments on the underlying mortgages.

If the new purchaser fails to pay any of the amounts due under the all-inclusive promissory note, the seller may have the right to foreclose under the AITD and sell or take back the subject property.

Should the seller receive payments under the AITD and fails to pay in turn any amounts becoming due under senior mortgages, the seller may be guilty of a misdemeanor or felony. The penalty would be imposed dependent on the amount the seller has embezzled, in addition to the seller incurring liability to the borrower under the AITD for misappropriation of a portion of the loan payments.²

The use of AITDs may be problematic for both the lender and the borrower. For example, if there is an acceleration or “due on sale” clause in the underlying mortgage, and the senior lender learns of the transfer of title to the property to the new buyer, the senior lender may attempt to call the senior loan due and payable.

From a buyer’s standpoint, interest rates under AITD are often higher than the interest rate under the “wrapped” mortgages, with the difference retained by the seller.

On the other hand, buyers may prefer using AITDs because they are more flexible and allow the borrower to negotiate the loan terms, such as the principal amount of the beneficiary’s equity, interest rate, maturity date, late payment charges and prepayment penalty.

Generally speaking, AITDs have minimal closing costs, and enable buyers to pay little or no down payments and obtain financing despite having a questionable credit history.

Deeds of Trust vs Mortgages

California deeds of trust are analogous to mortgages, and the terminology is synonymous as they perform the same basic function. A deed of trust is substantially only a mortgage with an added private power of sale and the same rules that are generally applied to deeds of trust apply to mortgages.³

The following provisions favor lenders and may be included in all forms of promissory notes:

Loan Guarantee—If the borrower is a business entity, such as a corporation, a limited liability company, a limited partnership, or a trust, then regardless of the form of promissory note, a loan guarantee should always be considered. The guarantee may be either at the end of the promissory note or in a separate document.

In addition, the lender may condition extending credit to the borrower upon receipt of the concurrent written guarantee of one or more financially capable individuals or other businesses guaranteeing the full and timely payment of the loan.

In the absence of a loan guarantee, the bankruptcy or insolvency of the borrower under the terms of the promissory note may prevent collection of the note or limit the lender’s recourse to foreclosing upon the security, such as a deed of trust, provided for under the terms of the promissory note.

Practice Tip: *Depending upon the nature of the loan or the method of foreclosure, the lender may be precluded from pursuing a deficiency judgment against the borrower if the property is sold for less than the amount owing under the promissory note.*

Under California law, no deficiency judgment can be obtained if the loan is incurred to purchase the property that is the security for the loan, regardless of whether or not the property is used for residential purposes.⁴ If the loan is not a purchase money loan but the deed of trust is on a dwelling of not more than four families and occupied in whole or in part by the purchaser, there can be no deficiency judgment.⁵

Alternatively, if the lender foregoes a judicial sale of the property and forecloses under the private power of sale, no deficiency judgment can be obtained in California regardless of the purpose of the loan or the nature of the property.⁶

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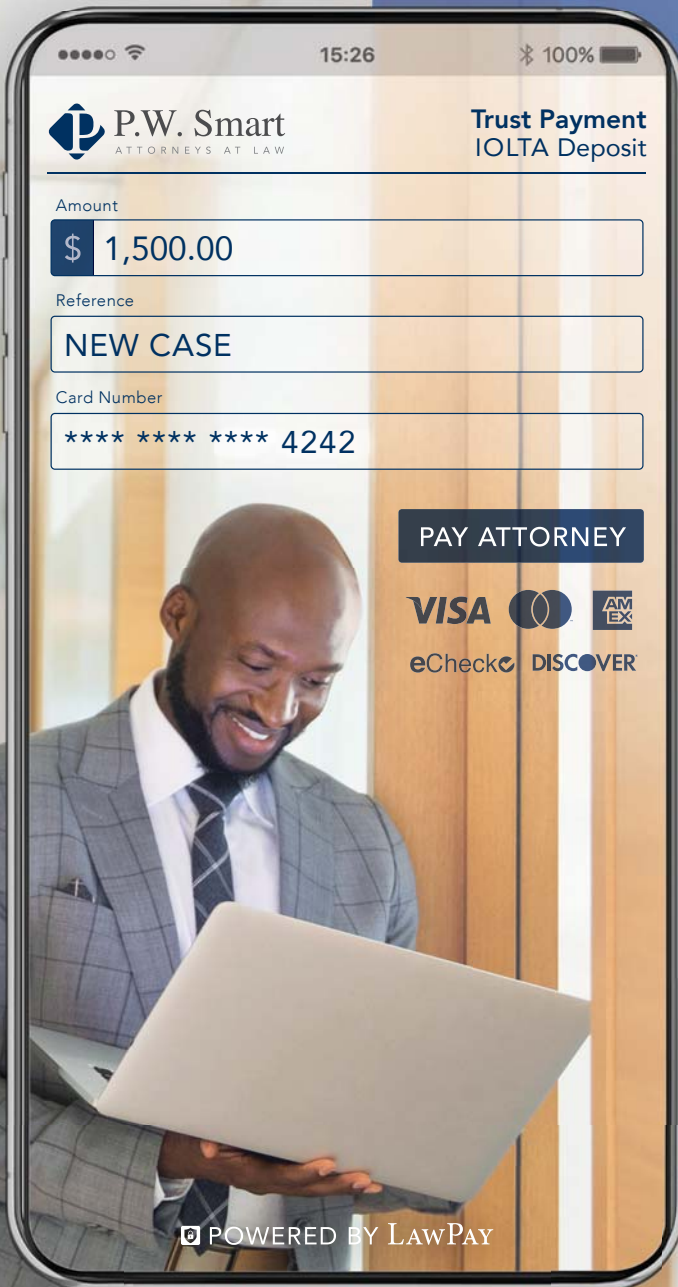
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In cases where there is a guarantor of the loan, the guarantor may not be released from liability under the guarantee simply because the lender becomes precluded from pursuing a deficiency judgment against the borrower.⁷

■ **Late Payment Penalty:** Late payment penalty provisions are infrequently included in a printed form promissory note. If a lender should want to charge a reasonable sum for the inconvenience and potential hardship of receiving late payments from the borrower—for example, in the case of a promissory note secured by an AITD, where the lender is obligated to pay timely the amounts due to senior lien holders on the property—a late payment penalty should be included in the promissory note.

A typical late payment provision based on California statutory law would provide for a late charge for payments received in excess of ten calendar days equal to the greater of six cents for each one dollar of principal and accrued interest so overdue, or five dollars.⁸

If the deed of trust secures other than a single-family, owner-occupied residence, the late payment penalty may be greater, provided that it is a reasonable amount that can be enforceable in court.⁹

■ **Prepayment Limitations:** Prepayment of a loan is a privilege and not a right, and a lender may extract a reasonable payment or “penalty” for exercise of the privilege.¹⁰

Some clients may benefit from including a prepayment limitation or prohibition provision in the promissory note.

For example, if a seller is selling the family business and is to receive a substantial down payment and take back a secured promissory note for the balance of the purchase price, they may, for capital gains tax purposes, desire to avoid the receipt of any prepayments on the note during the year in which the sale occurs.

There are two types of prepayment fees—a non-option prepayment fee applicable in a “locked-in loan” contract, in which case the prepayment fee is negotiated with the lender when the borrower desires to prepay the loan; or the optional type, in which the borrower is given the right to prepay the loan on the condition of a commitment to pay the lender a specified fee or penalty.

Under California law, charging a reasonable prepayment fee is not deemed to be a forfeiture or an unreasonable restraint on alienation.¹¹

Even an agreement specifying a 50 percent prepayment penalty has been judicially determined to be valid if the penalty is reasonably related to the lender’s risk of incurring increased tax liability based on the receipt of the prepayment.¹²

Practice Tip: Counsel should always be mindful of a client’s income tax situation and consult with the client’s accountant or other professional advisors in structuring the provisions of promissory notes when business or real estate sales or loans are involved.

■ **Usury Limitation:** Under most circumstances, a non-exempt lender—the average individual—may under California law not collect more than ten percent interest on a loan, even if the borrower offers to pay much more to obtain the loan.¹²

A loan is deemed usurious when the interest charged exceeds the maximum amount prescribed by law. In the absence of an exception to the usury law, there is virtually no defense to a usury claim. A plaintiff claiming that a loan is usurious does not have to prove intent, and ignorance of the law claimed by the lender is no defense.

The penalties for charging usurious interest are severe:

- The borrower may bring an action to recover all the money previously paid during the two-year period prior to filing the action (not just the usurious interests);
- The borrower may recover treble the amount of unlawful interest paid during the twelve months prior to filing the lawsuit;
- The borrower can obtain a judgment to cancel all future interest otherwise becoming due for the remainder of the loan; or,
- The borrower may also recover punitive damages in cases where the lender’s conduct is deemed oppressive.

Good drafting practice, therefore, makes it imperative to include a usury limitation provision in all promissory notes. Such a provision may go on to provide that any amount determined to be unlawful interest is to be credited toward the payment of the principal.

A sample short usury limitation provision: “In no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof or otherwise, shall the amount paid or agreed to be paid to Holder for the use, forbearance or detention of the principal amount hereof exceed the highest lawful rate permissible under any law which a court of competent jurisdiction may deem applicable hereto.

If any amount is received in excess of such highest lawful rate, such amount shall be applied by Holder in reduction and partial prepayment of the principal sum.”

- **Waivers:** A well-drafted promissory note should contain a provision under which the maker of the note waives as many defenses to payment and collection as may lawfully be waived.

A sample waiver may read: *"Maker, for themselves and their legal representatives, successors and assigns, to the maximum extent permitted by law, hereby expressly waives presentment for payment, demand, protest, notice of dishonor, notice of nonpayment, notice of maturity, notice of protest, presentment for the purpose of accelerating maturity, diligence in collection, and the benefit of any exemption under the homestead exemption laws, if any, or any other exemption or insolvency laws, notice of assignment, transfer or negotiation of this Note and all other notices to which maker might otherwise be entitled to receive in connection herewith, and Maker consents that holder may release or surrender, exchange or substitute any security now held or that may hereafter be held as security for the payment of this Note, and may extend the time for payment or otherwise modify the terms of the payment of any part or the whole of the debt evidenced hereby without in any way diminishing maker's indebtedness hereunder to holder."*

- **Acceleration Clauses:** An acceleration clause advances the maturity date (i.e., the due date) of the promissory note, when the balance of unpaid principal and accrued interest must be paid.

There are circumstances when acceleration clauses may be implemented:

- The unpaid principal and accrued interest may be called due in the event of default in payment of an installment, or upon the occurrence of any other violation of the terms of the loan documents.
- Acceleration clauses may also become triggered based upon the occurrence of any other designated event, such as the borrower filing for bankruptcy or committing any other act of insolvency, which is not rescinded or corrected within a specified period of time.

Most real estate mortgage loans require the entire loan balance to become due upon the sale, conveyance, alienation, further encumbering, lease, succession, assignment or other transfer of the property subject to the deed of trust.

Practice Tip: *In order to be enforceable, a due on sale provision must not only be included but also set forth in its entirety in both the promissory note and the deed of trust if the loan is on property containing four or fewer residential units or on which such residential units are to be constructed.¹⁴ It is recommended practice that due on sale clauses be included verbatim in both*

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the promissory note and the deed of trust regardless of the nature of the loan.

- **Attorneys' Fees:** All lenders desire to be made whole in the event of the borrower's default under the loan, including, but not limited to, the borrower's payment or reimbursement of the lender's attorneys' fees and all other costs of debt collection.

Unless specified in the promissory note or provided for by statute—which rarely is the case in most loans—attorneys' fees and other costs of collection may not be recoverable. Every promissory note should, therefore, contain an attorneys' fees and debt collection clause.

Such a clause might read: "If any action be instituted to enforce payment of this note, the maker hereby promises to pay reasonable attorneys' fees, in addition to court and other costs of collection."

- **Payment in U.S. Dollars:** Lenders do not want their loans repaid with pork bellies or widgets, so virtually all promissory notes should contain a provision requiring that payment be made in U.S. Dollars.

- **Balloon Payment Provision:** Balloon payment loans are loans made on real property containing one to four residential units, at least one of which at the time of the loan is made is or will be occupied by the borrower, and the term of the loan is for a period in excess of one year.¹⁵

To qualify as a balloon payment loan, the final payment, as originally scheduled, must be more than twice the amount of any immediately preceding six regularly scheduled payments or which contains a call provision.

If the call provision is not exercised by the holder of the loan, the mere existence of the unexercised call provision does not cause the loan to be considered a balloon payment loan.¹⁶

All balloon payment notes must contain the following statutory provision: "This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due."

The lender's failure to provide such written notice does not cancel any payment obligation, except that the due date for any balloon payment is extended until written notice is given to the borrower in the manner prescribed by statute. The borrower must continue making installment payments as provided for in the note. A default in any extended periodic payment is considered a default under the terms of the note or security agreement.¹⁷

Prohibition Against Offsetting Claims

Most promissory notes lack a provision that restricts the borrower from asserting a claim of offset of against amounts

otherwise payable to the lender under the promissory note. When a borrower asserts an alleged offset claim against the lender and discontinues making loan payments under the promissory note, litigation becomes very likely.

This may be the case, for example, in a loan transaction pertaining to the sale of a business. It is not unusual for the buyer to develop claims against the seller based upon an alleged breach of the purchase and sale agreement.

In order to prevent the buyer from asserting an offset claim against the seller—the lender—prior to a judicial determination of the merits of the claim, the promissory note should include a provision that relinquishes the borrower's right of offset against principal and interest payments under the promissory note until a court of competent jurisdiction has determined the merits of the claim and all rights of appeal have been exhausted.

Even then, such provision may also require that the amount of the judicially determined claim must be offset in the inverse order in which payments become due under the promissory note.

Cross-Default Clauses

Lenders desire the ability to pursue all their rights and remedies against the borrower if the borrower breaches an underlying agreement with the lender, even though such underlying agreement may have no direct bearing on the promissory note.

As a result, consideration should be given to including a provision in the promissory note that makes any default by the borrower under the underlying loan documentation, purchase and sale agreement, or other transactional documents also a default under the promissory note.

Cross-default clauses give maximum flexibility to the lender, and may enable the lender to call the loan due even when the borrower is making timely principal and interest payments under the promissory note.

Amendments and Modifications

From a lender's standpoint, all promissory notes should contain a provision such as, *"This Note may not be amended, modified or changed, nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought."*

Application of Payments

It is commonplace in all promissory notes to include a provision requiring that each installment be credited first to interest then accrued and the balance to principal. Interest shall cease to accrue on the amount of principal so credited.

Corporate Signatories

With few exceptions, when a corporate signatory is to appear on a promissory note and deed of trust, California law requires that the note and deed of trust be signed by the chairperson of the board, the president or any vice president and by the

secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation.¹⁸

Practice Tip: *Although under California law one person may hold multiple officer positions in a corporation, it is recommended that the signature block for a corporation should provide for two signature lines, even though the same person may be signing both lines by virtue of holding multiple offices.*

Lenders want their legal counsel to eliminate as many borrower defenses to payment as possible, so the dual signature signing requirement that applies to corporations should always be kept in mind.

Acknowledgment of Signatures


The acknowledgment of signatures on deeds of trust is commonplace in order to enable the instrument to be recorded. However, most promissory notes are signed without being notarized. Thus, it is wise to consider including an acknowledgment by a Notary Public for all signatories on promissory notes.

Practice Tip: *Although there is no requirement under California law that the signatures of persons signing promissory notes be acknowledged, such practice is recommended. In order to prevent a borrower's claim that signatures on the promissory note are forged and not genuine, it is best practice to have all signatories on the promissory note acknowledge their signatures before a Notary Public.*

By doing so, it is possible to avoid costly, time-consuming and wasteful litigation over the authenticity of signatures on the loan documents, including but not limited to the promissory note.

Consider the Basics

In summary, the inclusion of some or all of the above provisions should be weighed when drafting promissory notes and deeds of trust from a seller's or lender's perspective.

While there are many other provisions that counsel may want to include in the loan documentation, what has been discussed here is considered fundamental and should either be drafted into the loan documentation or be noted as points of discussion with the borrower's legal counsel. 

¹ Code of Civil Procedure § 337.

² Penal Code § 503, 532.

³ *Domarad v. Fisher* (1969), 270 Cal. App. 2d 543.

⁴ Code of Civil Procedure § 580b(a)(2).

⁵ *Id.* § 580b(a)(3).

⁶ *Id.* § 580b(a)(1).

⁷ *Id.* § 580(c).

⁸ *Id.* § 2954.4.

⁹ *Id.* § 1671.

¹⁰ *Williams v. Fassler* (1980), 110 Cal.App.3d 11.

¹¹ *Hellbaum v. Lytton Sav. & Loan Assn.* (1969) 247 Cal.App.2d 456.

¹² *Williams v. Fassler* (1980), 110 Cal.App.3d.

¹³ California Constitution, Article XV, Section 1.

¹⁴ Code of Civil Procedure § 2924.5.

¹⁵ *Id.* § 2924(a).

¹⁶ *Id.* § 2924(i)(d)(1).

¹⁷ *Id.* § 2924(i)(e).

¹⁸ Corporations Code § 313, § 208.



Mechanics of Financing: Promissory Notes and Deeds of Trust

Test No. 142

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

1. The Statute Of Limitations on a straight note begins running from the date of the note.
☐ True ☐ False
2. The use of a preprinted form of promissory note is recommended in an arms-length transaction.
☐ True ☐ False
3. Under a demand form of promissory note, the Statute of Limitations commences to run from the date of the note.
☐ True ☐ False
4. An All-Inclusive Deed of Trust (AITD) is a form of secondary financing that may be used in purchasing real property.
☐ True ☐ False
5. The use of AITD's may be more problematic for both the lender and the borrower than using other forms of deeds of trust.
☐ True ☐ False
6. If the seller receives payments under an AITD and fails to pay in turn amounts due under the senior mortgage, the seller could be charged with either a misdemeanor or felony.
☐ True ☐ False
7. Under California law, aside from the private power of sale found in a deed of trust, mortgages and deeds of trust are equivalent for all practical purposes.
☐ True ☐ False
8. Under California law, under some circumstances a deficiency judgment may be obtained following a foreclosure sale of the property under the private power of sale.
☐ True ☐ False
9. Prepayment of a loan is always a borrower's right, unless the loan documents preclude prepayment.
☐ True ☐ False
10. A typical late payment provision provides for a late charge for payments received in excess of ten days equal to the greater of five dollars or six cents for each dollar of principal and interest overdue.
☐ True ☐ False
11. Under California law, charging a reasonable prepayment fee is not deemed to be a forfeiture or unreasonable restraint on alienation.
☐ True ☐ False
12. When a borrower becomes in uncured default under a promissory note, the lender is always entitled to recover reasonable attorneys' fees in any legal action to collect upon the note.
☐ True ☐ False
13. There are typically three types of acceleration clauses that may be included in a promissory note.
☐ True ☐ False
14. The maximum annual rate of interest that may be charged by a non-exempt lender for a loan of money in California is 10 percent.
☐ True ☐ False
15. To be a balloon payment loan, the final payment must be more than twice the amount of any immediately preceding six regularly scheduled payments.
☐ True ☐ False
16. If the required balloon payment statutory provision is not included in the promissory note, the note becomes uncollectible.
☐ True ☐ False
17. It is not permissible under California law to include a cross-default clause in a promissory note.
☐ True ☐ False
18. Under California law, a promissory note and deed of trust need only be signed by the president of the corporation, presuming the president is authorized by the corporation to do so.
☐ True ☐ False
19. It is generally considered good practice to have all signatures on the promissory note acknowledged by a Notary Public.
☐ True ☐ False
20. Under a promissory note, payments are usually applied first toward the payment of principal and the balance toward the payment of interest.
☐ True ☐ False

Mechanics of Financing: Promissory Notes and Deeds of Trust

MCLE Answer Sheet No. 142

INSTRUCTIONS:

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

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METHOD OF PAYMENT:

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5. Make a copy of this completed form for your records.
6. Correct answers and a CLE certificate will be mailed to you within 2 weeks. If you have any questions, please contact our office at (818) 227-0495.

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 |
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SAN FERNANDO VALLEY BAR ASSOCIATION PRESENTS



Free Virtual Event

THURSDAY
AUGUST 20
12:00 noon

The Road to Mediation: Rising to the Challenge

Moderator: Barry P. Goldberg

Meet the top mediators who will discuss how best to avoid the quagmire at the local courts and review how mediation can alleviate the burden on you and your clients and address possible privacy concerns. Invite your colleagues to join us for this special event.

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Cybersecurity For Lawyers Amidst Covid-19



Wednesday, August 12
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Yuri Aberfeld, CEO of IT Support LA will outline the new vulnerabilities due to COVID-19 and how legal professionals can best protect themselves and their data. Free to Current Members! (1 MCLE Hour)

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ELECTION PAMPHLET

BOARD OF TRUSTEES ELECTION
SEPTEMBER 10, 2020

Dear SFVBA Member:

This is an important election with one of the finest group of candidates in the San Fernando Valley Bar's history. Your vote really matters. Last year a candidate missed being elected by a mere three votes! Attorney members of SFVBA have the unique opportunity to elect their Bar Leaders by voting in our annual Board of Trustees election. We have made it a fast and easy process.

Ballots will be emailed to attorney members the second week of August and voting will be conducted online. Members may request a ballot to be sent by United States Post Office instead of electronic mail by contacting the Executive Director, Rosie Soto Cohen by August 24 at (818) 227-0497.

The last day to submit your ballot is **Election Day, Thursday, September 10, 2020.**

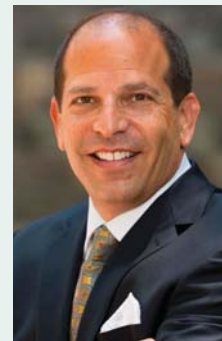
I encourage members to take a few minutes to review the following Election Pamphlet and read the candidates' statements. The nominees have contributed to the programs and success of our organization, and represent a cross-section of our Bar Sections, our areas of practice and our community. They have stepped up to represent our legal community and deserve your time and consideration.

Thank you for your continued support and membership during this challenging year. I appreciate you giving me the opportunity to serve you.

BARRY P. GOLDBERG

President

San Fernando Valley Bar Association



DAVID G. JONES

PRESIDENT



AM GENUINELY HONORED TO SERVE AS PRESIDENT FOR THE UPCOMING YEAR.

While our Bar Association faces unique challenges at this time, this only highlights the value of our Bar to lawyers in our community and the San Fernando Valley in general. Never has there been a greater need to maintain a community which supports one another and the worthy causes to which our Bar Association is dedicated.

During this era, our Bar has and will continue to adapt to best serve its members until a return to a more familiar structure is achieved. The Bar has been incredibly dedicated in providing online MCLE and other online events to support members and maintain our sense of community. It is through these efforts that our Bar will emerge, adapted to circumstances, nimble and responsive, and available at the 'click of a mouse' to all of our members.

Please join me to steward the Bar into a new age, built to thrive and serve into the next decade. Together, we can support one another and guide the San Fernando Valley Bar Association to build networking relationships, learn from one another, support worthy community causes, and maintain the highest levels of legal professionalism.

I stand on the shoulders of amazing past Presidents who have contributed so much to transform our online presence, promote incredible diversity, and establish high quality networking organizations within our Bar. I wish to thank the five past Presidents under whom I have served for their support, guidance, and, more importantly, for their dedication to advancing our organization.

As we head into this election, we have seen the quality and credentials of Trustee candidates rise to an incredible level. Many of the most talented and accomplished lawyers in the Valley are seeking to become involved in the Bar, a trend which is gaining momentum.

I pledge to you to honor your trust and work tirelessly to bring energy and creativity to not only our Association, but the entire Valley community.

Thank you for your support and your dedication to SFVBA during these challenging times.

CHRISTOPHER P. WARNE

CANDIDATE FOR PRESIDENT-ELECT



THE NEXT ELECTED BOARD WILL FACE NEW CHALLENGES NEVER BEFORE seen by the San Fernando Valley Bar Association. Like much of the world, we cannot expect to go back to business as usual during the next year.

For our attorney members, we have an opportunity to provide new virtual events. The SFVBA has seen a resurgence of member participation at networking and education events. This term, our challenge will be to continue that momentum and bring value to our members with appropriate social distancing measures.

For our community, we have an opportunity to expand our outreach and continue to do good. The Attorney Referral Service provides an invaluable resource to support our community members who, some for the first time, will have legal issues over the next year.

While it is unlikely we can continue our in person community events, we need to find new virtual community days for topics we as lawyers know will be important - employment, landlord/tenant, and bankruptcy.

I look forward to a new year with another strong board and expect to report back our wonderful work next year.

MATTHEW A. BREDDAN

CANDIDATE FOR SECRETARY



THANK YOU FOR THE NOMINATION AND HONOR OF SERVING THE SAN

Fernando Valley Bar Association as the Secretary for the Executive Committee.

For the past five years, I have had the pleasure of volunteering my time and advocating for the SFVBA, its members, and the public we serve, first as a Trustee and most recently as the Treasurer. In each of these roles, I have enjoyed finding new and creative ways to bolster support for SFVBA programs and membership to ensure enduring success for our community.

If selected to serve as SFVBA Secretary, I would continue to advocate for member development and strengthening community outreach through dynamic partnerships and programs which serve the critical needs of our community.

I began practicing law in 1994 and have focused nearly exclusively on family law with offices throughout the San Fernando Valley. Upon joining The Reape-Rickett Law Firm in 2013 as a shareholder, I was able to expand our presence in San Fernando and Conejo Valleys while continuing our mission of empowering our clients and community. Since joining the firm, we have grown to three offices and serve clients in both Los Angeles and Ventura counties.

In addition to my years of service on the SFVBA Executive Committee, I have volunteered my time in the Judge Pro Tem program, served as Chair on the Family Law Executive Committee, and also serve as a member of the Haven Hills Domestic Violence Agency's Board of Directors.

As a family law practitioner for over twenty-five years, I understand the value of strong professional relationships and the importance of professional organizations such as the SFVBA for providing critical support and resources for the membership and community it serves.

I look forward to the opportunity to continue serving the SFVBA as Secretary as our organization continues to innovate and adapt to an ever-changing legal landscape.

HEATHER GLICK-ATALLA

CANDIDATE FOR TREASURER



IT HAS BEEN A PRIVILEGE SERVING ON THE AN FERNANDO VALLEY BAR

Association's Board of Trustees these past four years, and I am honored to be nominated to serve as its next Treasurer.

As Treasurer, I will take a deep look into the Bar's finances and strategize about ways to reduce costs without compromising the Bar's many programs. Maintaining the financial stability of our Bar is ever more critical during these challenging times, and I will work with fellow Bar leaders to ensure that the organization remains financially stable for both the short- and long-terms.

While serving as a Trustee, I have enjoyed participating in various Bar committees and task forces, including the Bylaw Review Committee, where I spearheaded a major overhaul of the Bar's Bylaws and the establishment of new ethics policies.

I have also served on the Membership and Marketing Committee, the Mock Trial Committee, the Nominating Committee, the Executive Director hiring committee, and the California State Bar ATILS Task Force. This past year, I also helped the Bar to organize donations of various health and personal care goods to LA Family Housing.

As a non-profit law attorney, I typically serve as outside counsel for my non-profit clients, and it has been an eye-opening experience sitting on a board as an insider. My knowledge of non-profit law and my experience working both as a volunteer for several non-profits as well as counseling non-profit boards will enable me to continue making positive contributions to the SFVBA as its Treasurer.

I have come to love our organization and am sincerely passionate about its mission and growth. I look forward to helping the Bar continue to be better and better.

Thank you for your support and your vote.

MICHAEL L. COHEN

CANDIDATE FOR TRUSTEE



HAVE A LONG AND SPECIAL RELATIONSHIP WITH THE SAN FERNANDO VALLEY Bar Association. Last year, I proudly served as an appointed SFVBA Trustee. I am thrilled once again to be nominated as a candidate.

Born, raised and educated in the Valley, I did my clinical placement in the Attorney Referral Service of the SFVBA. That internship was incredibly valuable and rewarding. Not only did I gain a unique perspective into the public service aspect of the Bar, where I facilitated access to justice for hundreds of people in my community, it is also the place where I met my wife, SFVBA Executive Director Rosie Soto Cohen. This being the case, I have effectively served on the Board and taken actions to avoid all conflicts due to this relationship.

Prior to becoming an appointed Trustee in 2020, I volunteered at various Bar events, such as Lawyers in the Library and Blanket the Homeless, where I performed free legal consultations in the community. I also volunteered countless hours on evenings, weekends and holidays to promote the Bar and its public service programs at community service events.

It would be an honor to continue to serve on the SFVBA Board, promoting the values and interests of the Bar and its members and working to strengthen its membership by continually improving the membership experience.

I will work to ensure that the Bar continues its efforts to promote diversity in our profession and access to justice for everyone as well as help guide the Bar through the unique challenges posed by COVID-19.

I am personally and professionally invested in the well-being and continued success and growth of the SFVBA, and with your **VOTE** of confidence, I will work to that end. #Vote4MLC.

ANTHONY ELLIS

CANDIDATE FOR TRUSTEE



I'M HONORED AND EXCITED TO BE NOMINATED TO SERVE AS A TRUSTEE FOR the San Fernando Valley Bar Association. I am a founding partner of Ellis & Bakh, LLP.

My legal practice focuses on catastrophic injuries, wrongful death, and products liability. I am the Co-chair of SFVBA's Litigation Section and serve on the Membership and Marketing Committee.

I was taught at a young age that giving back is how we flourish as a community. Thus, one of my passions is mentoring at-risk youth, detained minors, high school students, law students and young attorneys, through various organizations and programs.

Our great Association has been serving the Valley's legal community and residents for the past 94 years. We have a long history of public service through various programs that directly benefit our community. For decades, we have provided a place for our legal community to receive support, networking and referral opportunities, and continued education.

Our community now needs us more than ever. I want to work with our members, board, committees, staff and my own network to create new legal and community service programs to help our community during this pandemic. I believe there is a lot our Association and members can do to make a difference. I also want to make our legal education programs more accessible and fitting for the times by utilizing the latest technology and information available. Thank you in advance for your support and vote.

KYLE M. ELLIS

CANDIDATE FOR TRUSTEE



IT IS MY PRIVILEGE TO BE NOMINATED TO THE BOARD OF TRUSTEES, AND I ASK for your vote. By way of introduction, I am a Supervising Research Attorney at the Los Angeles County Superior Court, where I am responsible for supervising research attorneys in our family law unit as well as in several independent calendar courtrooms.

While I have only lived in the valley since 2016, I am still a native of Southern California, as I was born and raised in San Diego.

Since arriving in the San Fernando Valley, the SFVBA has played a large role in my professional life and the members of the SFVBA have been some of the best people I have had the pleasure to work with. With your support, I am eager to continue to serve as a Trustee.

I am proud to have been appointed to the Board of Trustees for the last two years by each of the last two Presidents.

In just this last term, I lead the effort to develop SFVBA's online store, I lead the committee developing the SFVBA's first Mock Trial Competition, which, sadly, has been cancelled due to COVID-19), and, as Chair of the Membership and Marketing Committee, helped organize the 2020 Judge's Night, and I have worked on numerous other projects.

Because the ongoing pandemic has forced us to change the way we interact, I, the staff, and the other trustees are working hard to bring valuable programs to you remotely.

And with the tragic death of George Floyd serving as a call to action, I am working to form a new committee to bring the voice of the San Fernando Valley legal community to the ears of our local, state, and federal legislators to ensure we are part of the solution.

ALEX J. HEMMELGARN

CANDIDATE FOR TRUSTEE



IT IS AN HONOR TO BE NOMINATED FOR ELECTION TO THE BOARD OF Trustees and join this group of extremely qualified candidates.

The members of the San Fernando Valley Bar Association represent an amazing wealth of knowledge, and I never cease to be surprised about the readiness of the members to share their wisdom, assist with problems, and to mentor young attorneys.

If elected, I want to focus on increasing the membership of young attorneys and law students as well as promote the participation and involvement among our existing young attorney members.

A strong young membership will strengthen the SFVBA by providing additional participants and resources for our many events while preparing the committee chairpersons and board members of the future. New members will benefit from networking with our communities' legal professionals, learning, and meeting potential mentors.

I also want to encourage the expansion of remote programming and events while preserving and fostering the sense of community that is the SFVBA's greatest asset.

My experience working at not only small and mid-size private law firms but also with nonprofit organizations provides a perspective and understanding of the practice settings of the majority of the members of the SFVBA and the respective challenges and benefits of each type of practice. I hope to use that experience to continue and improve how the SFVBA supports its members.

I appreciate your time and consideration and ask for your vote for election to the SFVBA Board of Trustees. I look forward to the opportunity to serve you and the rest of the Valley legal community. If you have any questions or would like more information, please do not hesitate to contact me.

ERIN M. JOYCE

CANDIDATE FOR TRUSTEE



I AM VERY HONORED TO HAVE BEEN NOMINATED FOR TRUSTEE OF THE SAN
Fernando Valley Bar Association.

I have lived all my life in the San Fernando Valley and, after working for over 18 years in downtown Los Angeles as a State Bar prosecutor, I now enjoy a short commute to Pasadena where I operate a solo practice focusing on State Bar defense, moral character determinations and ethics consultations.

We are at a crossroads in our profession where the State Bar (now solely a disciplinary agency) is seriously proposing allowing non-attorneys and corporations to provide legal services directly to the public to further access to justice.

I know from my experience that the unauthorized practice of law by non-attorneys will not protect the public. Attorneys need to be part of any solution to bridge the justice gap. Voluntary Bar Associations are the way we attorneys can have a voice in the future direction of the practice of law.

I have been very committed to ensuring that attorneys provide solutions to the real problem facing underserved communities. I am a volunteer with the Veteran's Project operated by the Los Angeles County Bar Association and as a volunteer arbitrator for its Attorney-Client Mediation and Arbitration Services. I also serve our profession working on ethics opinions as part of LACBA's Professional Responsibility and Ethics Committee.

I work to support Attorney Wellbeing and strong professional networking as part of the CLA's Wellness Committee and as the incoming Chair of the LACBA's Small Firms Section.

As part of the SFVBA Board of Trustees, I can cement our connection with other local Bar Associations so we can provide a united response to the initiatives underway to disrupt the legal market.

AMANDA M. MOGHADDAM

CANDIDATE FOR TRUSTEE



HELLO FELLOW SFVBA MEMBERS! I THANK YOU FOR YOUR CONSIDERATION
to reelect me as a Trustee of this amazing organization.

Professionally, I am a Claims Attorney at Lawyers' Mutual Insurance Company. I am a Certified Specialist in Legal Malpractice Law, and I have spent my career helping other lawyers.

This truly is a noble profession and I am grateful for the continued opportunity to serve you and our community.

I am a very active member of the bar, serving on the Membership & Marketing Committee, the Mock Trial Competition Committee, the Women's Law Section, and New Lawyers Section.

If reelected to the board, I intend to continue my efforts to reinvigorate the Women's Law Section and bring more volunteer opportunities specifically targeted at the wellbeing of our female members and those in our community in need.

In these trying times, I think it is very important to throw more of my time and energy into increasing access to justice. I intend to use my next term to become more involved in the SFVBA's partnership with the Multicultural Bar Alliance and our efforts to promote equality in our community.

Personally, I am the mother of two children, ages seven and one. My family enjoys spending time hiking, playing board games, and watching movies. It is quite likely you've met my children once or twice at bar events, crawling under tables or hijacking some snacks.

Thank you for taking the time to read this. I hope to be reelected and to continue serving!

SAMUEL R.W. PRICE

CANDIDATE FOR TRUSTEE



FOR THE LAST FIVE YEARS I HAVE BEEN FORTUNATE TO SERVE

on the SFVBA Board of Trustees—three as the liaison from the Santa Clarita Valley Bar Association, the SFVBA's sister organization, and two as an elected Trustee.

I am honored to have been nominated to continue my service as an elected Trustee of the SFVBA.

In addition to serving on the Board of the SFVBA, I have also served for ten years as a Trustee for the Santa Clarita Valley Bar Association, including four years on the Executive Committee and two years as President.

Over my years as both a member and a trustee of these Bar associations, I have seen the many challenges such organizations face to remain relevant in a rapidly changing business environment. Of course, those challenges have been profoundly magnified by the current pandemic that is fundamentally altering the entire practice of law.

How a bar association can continue to remain relevant and effective for its members in these changing times is a question confronting organizations around the country. While there is no easy or agreed-upon answer, one thing is certain—Bar associations, like the SFVBA, must ensure that they are open to their members' thoughts, ideas, and concerns, and are willing and able to adapt to benefit their members in an evolving industry.

The leadership of the SFVBA Board of Trustees has been commendably proactive in addressing these questions over recent years, and I have been proud to be a part of, and bring my background and experience to, this ongoing discussion.

I hope to be able to continue as a Trustee and, most importantly, to help ensure that the SFVBA remains a vital organization for many years to come.

Thank you for your consideration.

JESSICA W. ROSEN

CANDIDATE FOR TRUSTEE



IT IS AN HONOR TO BE NOMINATED TO SERVE AS A TRUSTEE FOR THE SAN

Fernando Valley Bar Association. I was born and raised in the Valley, and moved back after attending law school in the Bay Area.

It took a couple of years, but I am overjoyed to have finally made the jump to a firm in the Valley. For the last year and a half, I have worked with several SFVBA members and past presidents at Lewitt Hackman, and am guided by their enthusiasm for and support of the Association.

There is no question that the SFVBA has great resources and events – I have met a diverse group of attorneys through your organization. But I always look forward to meeting newer attorneys who are starting the journey to building their networks early in their careers.

If elected, my focal point would be on outreach to, and member retention of, new attorneys with a special concentration on mentorship.

I am at a point in my career where I still vividly recall my first associate position and seeking mentorship from anyone who'd provide it (partners, alumni, the random attorney at a bar event, etc.). They were exciting days, but still fraught with a certain amount of fear.

We can develop stronger lawyers, faster, through organized mentorship groups. We can cultivate direct relationships to provide a safe place for young attorneys to ask whatever questions they may have. These are the things I hope to accomplish as an SFVBA Trustee.

Thank you for taking the time to learn about what I could bring and contribute to the Board if elected and I appreciate the opportunity at serving as a Trustee.

STEVEN M. SEPASSI

CANDIDATE FOR TRUSTEE



IT IS HUMBLING TO KNOW THAT ONCE AGAIN I HAVE BEEN NOMINATED TO THE SFVBA Board of Trustees. I feel honored.

Although I have been a member of the SFVBA for the last 24 years or so, in the last three years as a Trustee, I have come to know more intimately some dedicated and knowledgeable people serving the San Fernando Valley Bar.

The last few months have shined the light on the level of devotion and professionalism from those who serve the Bar's members, namely its dedicated staff and Trustees. It has been an honor to serve alongside these people.

Having practiced in the Valley first as a sole practitioner, then as a senior partner of a small firm, and now as a mediator, I understand the pains and challenges of law practice, and the SFVBA's role in trying to make life easier for its members, especially solo and small firm practitioners.

To be able to provide helpful resources to its members, the SFVBA needs more attorneys to join, and contribute financially and otherwise. The old adage of "Strength in Numbers" fully applies to our bar association.

In the past year, with the help of a dedicated Board Trustees and staff, I worked on encouraging more attorneys to join the SFVBA and become involved in its work.

By all accounts, the effort was a success in increasing the membership. But, the work is not done. We need to continue the effort, even though the economic impacts of the pandemic may have affected a large number of lawyers in the Valley.

If I am honored to garner your vote, my focus will be to continue the work of expanding the membership and the collective database of experience so the newer member attorneys can easily tap into it in time of need.

PRAVIN A. SINGH

CANDIDATE FOR TRUSTEE



THE BEST IS YET TO COME, AND WON'T IT BE FINE?

Each of us have met the challenges of this year by becoming more compassionate, creative and determined. As lawyers, our innovative solutions have outmatched new difficulties.

For neighbors near and far, we've strengthened our commitment to service and outreach. And as your Trustee, I will foster this spirit at the SFVBA.

On the Inclusion & Diversity Committee, I have worked to increase access to what membership in the SFVBA has to offer, and bring more underrepresented groups into our profession.

By energizing our Membership & Marketing Committee ethos, I want us to make new friends, build lifelong partnerships, and enjoy new, even greater, success in the future.

The SFVBA has enriched my life with great friends and colleagues, and I want others to share and have the benefit of that experience.

Representing vulnerable workers has prepared me for the responsibility of being your Trustee. When we look someone in the eye, and promise to do our best for them, we have to keep that promise—not as an obligation, but as a measure of the integrity with which I promise to serve our Bar and our community.

If you believe that our combined dedication and passion will make the SFVBA better than ever before, please vote for me.

BENJAMIN E. SOFFER

CANDIDATE FOR TRUSTEE



AM THRILLED TO BE NOMINATED FOR A SECOND TERM ON THE SFVBA BOARD of Trustees. I am honored to be given another opportunity to have a leadership role in our fine Bar and to be considered along with the other candidates running this year.

One of the first actions I took five years ago, after I moved my practice to Warner Center after 20 years in Century City, was to join the SFVBA and participate in its many professional and social events.

Having found Bar activities to be exceptionally rewarding, I sought opportunities for even greater involvement. That desire led me to join the Bar's Membership & Marketing Committee, initially as a member, and later as Committee Chair, a position I was honored to hold through 2019.

As a Trustee for the past two years, my goals included significantly growing Bar membership by making the Bar more visible and relevant to Valley attorneys.

Certainly, these are extremely challenging times, with many facing serious financial and professional hardships. But I am optimistic that the viability and usefulness of this wonderful resource could be assured through creative promotion of the Bar's professional development programs, business networking opportunities, and online social events.

Besides aspiring to continue my service as a Trustee, I also have prior experience serving on other civic-minded committees and boards serving for five years as Chair of the Pro Bono Committee of the Century City office of Perkins Coie LLP, and as a member of the Pro Bono Advisory Board of the Shriver Housing Project-Los Angeles.

As a Trustee, I would bring my civic-mindedness, experience, a desire to grow the Bar and member participation, and creative thinking to the Board. Thank you for your consideration and I look forward to the possibility of serving you again.



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Coping, Adapting and Overcoming: Dealing with the Challenges of COVID-19

By Michael D. White

Cope, adapt, whatever the term, the ability to deal with new, perhaps dangerous, situations that turn routine on its head is a critical asset that all of us, to a greater or lesser degree, possess. It is an asset that is particularly important for professionals to tap into as they work for clients who depend on them for guidance and help in often life-critical circumstances.



SOME CALL IT COPING; others call it adapting. Whatever the term, the ability to deal with new, perhaps dangerous, situations that turn routine on its head—to think creatively and imagine novel solutions to survival threats within the context of a swiftly changing social landscape—is a critical asset that all of us, to a greater or lesser degree, possess.

And it is an asset particularly that is particularly important for professionals—read, attorneys—to tap into as they work for clients who depend on them for guidance and help in often life-critical circumstances.

But attorneys are human beings, too, and, in times of unexpected unpleasant situations in life, their being as adaptable as they are in ‘normal’ times ensures that not only they, but their clients, as well, face the challenge to stay afloat when facing adversity in whatever form and the ‘terrible what-ifs’ accumulate and try to drag them under.

When all is said and done, as my Grandmother used to say, in heavily Italian-accented English, “Hey, you just do what you gotta do.”

Adapting Professionally

“COVID-19 has hugely affected my work,” says attorney Morgan Halford. “I was not set up to work from home when the pandemic hit because I need to have a lot of space to function and I don’t have in the office the distractions that the home provides.”

It was tough to make that transition on such short notice, she says, but she was able to cobble together a home office as best she could. “I’ve been able to get into a routine working at home, but over the last couple of

weeks, I’ve had to go back to the office because it just took too long to get anything done at home without the technology that’s available in the office.”

It’s been a challenge to stay at her desk at home because there are a lot of distractions and there are a lot of things she sees the need to do. “It was just too easy to get up from the table and go do something else.

It just makes sense for me to work in the office where there’s nothing else to capture my attention. While I’m working out of my office, that could change at any moment.”

Christopher Armen practices criminal defense and personal law in Woodland Hills.

“

Besides myself, both my wife and my daughter are high-risk to COVID-19, so I’m trying to be extra careful.”

— Christopher Armen

“In my criminal and civil cases, I’m trying my best to make telephonic appearances and the courts have been very accommodating with that,” he says. “Besides myself, both my wife and my daughter are high-risk to COVID-19, so I’m trying to be extra careful. That’s worked out fairly well. The [Los Angeles Superior Court] Presiding Judge has issued a number of General Orders that have put off jury trials and trial dates in certain other matters, some high priority, even for in-custody defendants. The courts are responding

with some video capability for some appearances in some cases, which is also helpful. I’m working both out of the office and at home as much as I can.”

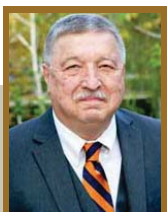
Shortly after the COVID-19 pandemic hit, attorney and SFVBA Past President Richard Lewis brought files home from the office and worked with his internet technology provider to see about setting up a home office. But there were problems.

“It’s difficult to work on some things because the connection to my office computer is quite slow,” he says.

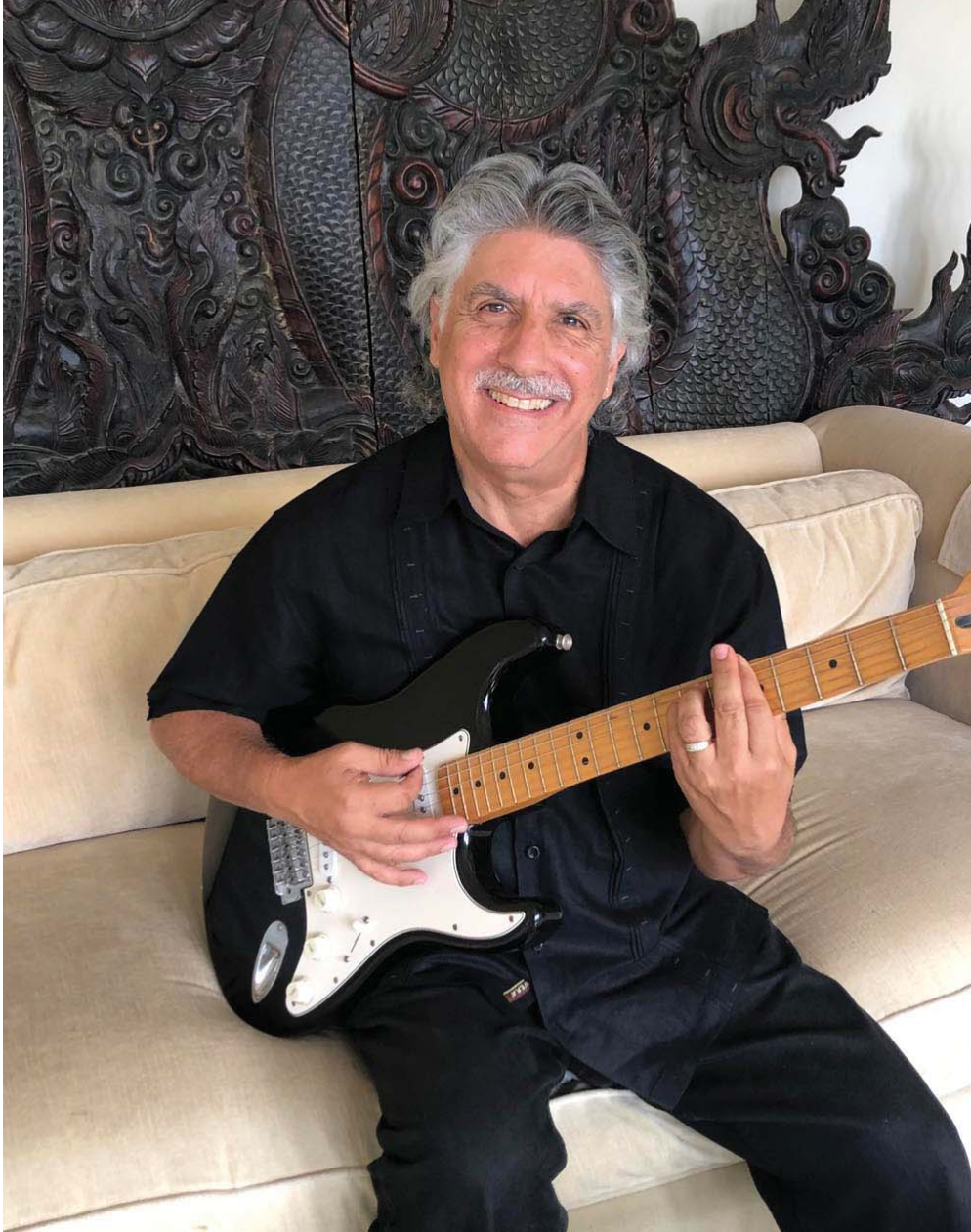
“That’s a problem for me. I started going in to the office to pick up the mail and that sort of thing. One of the biggest problems has been the fact that I didn’t have the capacity for high-volume copying of documents which, for me, is a real drawback. That was one of the problems that sprang out of trying to work from home. After about a week or so of sheltering in place, I decided to come into the office and get some work done there.”

The challenges of working at home, he says, outweighed the advantages of going into his Woodland Hills office. “Now, I’m working mostly from my office with the proper precautions. The copying issue, the poor computer connectivity, mailing, and simple logistics added up to a lot of problems in trying to work remotely. That’s caused me to come into the office a lot.”

Attorney Katherine Wallman specializes in distribution and franchise law at Lewitt Hackman in Encino.



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.



Chris Armen and his Fender Stratocaster

She, like Richard Lewis, has also faced some significant challenges in shifting to remote work mode.

"We closed our office and have been working remotely since March. I moved in with my parents so I wouldn't go insane and I'm working from a small office there," she says. "I'm steering clear of going into the office and my working hours are a little more scattered as a result."

When she was working at the office, she would try to get most of her work done there and take as little home as possible. That's reversed.

Now, she says, "I'll find myself doing work at 10:00 at night or 7:00 in the morning. My schedule has

extended itself throughout the day."

Internet connectivity is also an issue, but it is improving, says Wallman.

"I was getting kicked-offline a lot, but it's getting better. Getting documents duplicated is somewhat slower, so I have to plan in advance that it's going to take a little bit longer to get a document out. We've had to have a skeleton staff in the office or an assistant working from home get something printed, and arrange for a FedEx pickup and delivery. Getting a document signed by a client and having to have them courier it to us... all that just takes longer than we are used to. It's all just not as efficient."

Estate planning attorney Joe Engle has modified his Westlake Village-based practice to shift from face-to-face meetings with clients to working remotely.

"I've worked with a business counselor to come up with a different plan to work with clients because I couldn't meet with people comfortably," he says. "I saw it was critical to come up with a different way to do business. I think this is the way I'm going to do business indefinitely."

Working remotely and interfacing with clients online "has proven much more efficient for me," he says. "Now, I get to know people through the actual process. The less time I have to spend driving to appointments and the more we can communicate over the phone and remotely, I can invest in building stronger client relationships. I've found that getting right down to the matter at hand has streamlined the entire experience; now I can get right into it."

Adapting Personally

SFVBA Trustee and Van Nuys-based criminal defense attorney Alan Eisner has found the ability to adapt through yoga and spending more time with his family.

"My yoga teacher tells me that in times of great uncertainty, you find out what's important in life and I'm trying to be mindful of that," he says. "My family and I have our health and I am very grateful for that and I've been able to maintain my practice, which is something I also appreciate."

Walking every morning with his wife and having their "adult/slash college graduate kids" come home are also things that take the edge off. "The silver lining there is that we've had family dinners over the past several months with all five of us together again," says Eisner.

"We're very lucky to be able to see all of our adult kids together under your roof again with my wife making dinner and calling everyone into the kitchen.

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That hadn't happened since our daughter went off to college six years ago."

Like some others, when COVID-19 first shut things down, Morgan Halford Like many others, decided to take up baking at home. "That's probably not the greatest hobby to take up when you are sedentary and pretty much solo," she says.

"I had some great baking experiences, but I had to put down my mixing bowl because one woman is not supposed to eat an entire pan of cookies by herself."



I've traced my maternal great-grandfather back to Prussia and DNA testing shows that I'm 17 percent Ashkenazi Jewish."

—Richard Lewis

Halford has been involved in crafting mosaics for several years and, last year, exhibited some of her work at the SFVBA's member art exhibit.

"I like to do my mosaics and that hasn't changed though supplies had become very difficult to get," she says. "I ordered supplies from Maryland and Georgia and they hadn't been

shipping, so I had to make do with what I had on hand for a few months, but they've opened back up and the supply line is open and running."

The stress of COVID-19 restrictions actually does have an "upside" for Christopher Armen. "I've actually gotten to spend more time with my 93-year-old dad. I'll bring him meals and hang out with him in the backyard two or three times a week. I'm doing more trail hikes and walking with my family."

Armen has also dusted off his Fender Stratocaster, and tapped into his inner Eric Clapton, something he hasn't had the opportunity to do much since days long past. "I had a band in high school and used to play guitar. I haven't touched it a lot since then, but I've started practicing and playing more."

He has also found the time to compose several letters on legal issues to the editors of the *Los Angeles Times* and the *Daily News*, as well as join his wife in getting together with other couples, somewhat remotely.

"We bring our own food and sit in the front yard, 20 feet apart and enjoy each other's company as best we can. That's become a real social highlight."

The "silver lining," says Armen, is that the current pandemic has "put families more in touch. We did a family reunion with my wife's family in Northern California on Zoom and it was a lot of fun to see people's faces and catch-up on things. It worked out great."

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The feeling of isolation can be an issue, says Richard Lewis.

"But, my wife and I are doing a lot of Zoom conferences with friends. We're jazz buffs and, normally, we'd go to the Playboy Jazz Festival, so a friend of ours who's really into jazz set up a virtual jazz concert. We were able to see videos from some of the past festivals. That went on for a couple of hours and, though it wasn't the same as going to the festival, it was great."

Lewis and his wife also belong to a social group of five or six couples that would "normally meet and go out to dinner and do different things together. But, since we can't do that, we've had Zoom conferences just so we could all stay in touch," he says.

Extra spare time has been taken up by several interests that serve to fill the vacuum. "I've learned that you really need something to keep you occupied otherwise you can go stir crazy," says Lewis.

"I've had the opportunity to indulge in some of my hobbies. I'm really into wine collecting and so I've been building up my wine cellar and learning more about wines in-depth. I can remember reading a book that had a section on wines from France and Germany and had suggestions on what would make a good wine cellar and the wines you should have in it. It really interested me because we do a lot of entertaining and most of the people in our social group are wine fans."

Lewis is also able to indulge in his passion for reading historical novels and cooking. His specialty—beef stroganoff—"My wife loves that."

An interest in genealogy and research into his background has led him to some interesting discoveries about his past. "You start with yourself and work back,"



Richard Lewis with a select Italian 2019 Pinot Grigio

he says, adding, "I've traced my maternal great-grandfather back to Prussia and DNA testing shows that I'm 17 percent Ashkenazi Jewish."

The Take-Away

We are social animals. We interact, we share information, we create and pass on knowledge. That is how we are able to adjust to new situations, no matter how challenging. And that socialization is, at this time, what we miss most.

"I've learned that I'm much more social and need social interaction than I had ever realized," says Christopher Armen. "I tend to use humor in stressful situations, so I try to be upbeat with friends and family to keep everybody's spirits up. I've leaned on humor a lot to be able to help people within my sphere cope with things."

Interacting with people in her office is what Katherine Wallman misses the most. "Someone popping there head in to ask a question or having a spontaneous discussion about an issue that someone is dealing with. I miss that because things now have to be much more planned. The spontaneity of interacting with people is really difficult for me to do without."

Richard Lewis has "learned how important people are. For so long, I took for granted seeing these people and interacting with them. When you're forced to stay in, you realize how much you've come to rely on that connectivity. I've noticed how many people are looking out for the welfare of others."

Reflecting on her past, Morgan Halford says, "I took for granted all

NEW MEMBERS

The following joined the SFVBA in May/June:

Brian Alexis Infante
Chatsworth
Law Student

Andrew Real
Alpert Barr & Grant, APLC
Sherman Oaks
Business Law

David M. Slater
Law Office of David M. Slater
Van Nuys
Criminal Law

Chanh-Tam Than
Canoga Park
USC Gould School of Law
Law Student

Shih Chieh Wang
Bethel and Jacobs LLC
Sherman Oaks

Alex Weingarten
Los Angeles
Litigation Section, Probate,
Estate Planning, and IP

Daniel J. Weintraub
Los Angeles
Bankruptcy Law

Khrys Wu
Nemecek & Cole
Encino
Litigation



Morgan Halford and a handmade mosaic bowl

of the small interactions I have with other people every day. People in the office, people in a professional environment, face-to-face, for example. All of that has pretty much been taken away.”

It is very good, “to have some degree of human interaction every day and it’s strange not having it. I like to have the option of whether I want to be with people

“


I’m heartened by our ability as a people to do the right thing for the collective good.”

—Morgan Halford


or not. It’s the fact that it’s been taken away with little or no choice is troubling.”

Troubling or no, says Halford, “I’ve learned that we, as a people, are incredibly adaptable and have, virtually, the ability to do anything we set our mind on. I miss my Valley Bar Network folks, and the Bar events and seeing people in person, but I’m confident that all those will be there for us when we get a handle on all of this.”

Overall, she says, “I’m heartened by our ability as a people to do the right thing for the collective good and be willing to make personal sacrifices. It may be hard, but we have it within us to do what needs to be done.” 🏠

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By J. Cody Patterson

Twice the Victim: Read the Small Print



QUESTION: “IS IT SMART TO check an insurance policy today to confirm that uninsured motorist coverage policy limits are as high as the bodily injury liability limits?”

Answer: An unqualified “Yes.”

Personal injury attorneys will often have the situation where a new client or their family member will come to their office after a serious auto accident with devastating injuries and it will quickly be revealed that one or more of the other motorists involved was either uninsured or underinsured.

The client will usually announce that they have “full coverage” as they have a terrific insurance agent. The attorney will dutifully obtain a copy of the applicable

insurance policy and declaration page, which most often show that the bodily injury liability limits are usually what the client stated.

However, the client is often stunned, saddened and angry when it is discovered they don’t have uninsured motorist coverage or that the limits on the policy are significantly lower than their bodily injury liability limits.

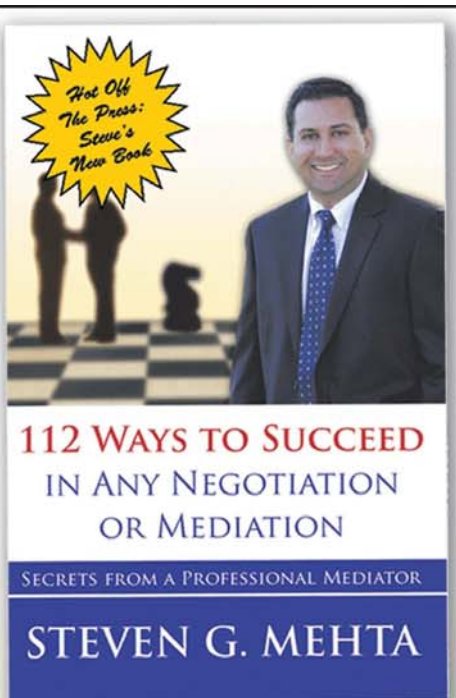
This usually results from their having signed a waiver of their uninsured motorist coverage or their insurance agent only selling them the minimum uninsured motorist coverage limits required, even though they sold the unwary customer much higher bodily injury liability limits.

The California Insurance Code requires a written waiver of uninsured motorist coverage. The Code states:

“No policy of bodily injury liability insurance covering liability arising out of the ownership, maintenance, or use of any motor vehicle,... shall be issued or delivered in this state...unless the policy contains, or has added to it by endorsement, a provision with coverage limits at least equal to the limits specified in subdivision (m) and in no case less than the financial responsibility

J. Cody Patterson is a Trustee of the Santa Clarita Valley Bar Association. He practices in the area of personal injury law at the law firm of Owen, Patterson & Owen, LLP and can be reached at cody@owenpatterson.com.





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requirements specified in Section 16056 of the Vehicle Code insuring the insured... The insurer and any named insured, prior to or subsequent to the issuance or renewal of a policy, may, by agreement in writing, in the form specified in paragraph (2) or paragraph (3), (1) delete the provision covering damage caused by an uninsured motor vehicle completely, or (2) delete the coverage when a motor vehicle is operated by a natural person or persons designated by name, or (3) agree to provide the coverage in an amount less than that required by subdivision (m) but not less than the financial responsibility requirements specified in Section 16056 of the Vehicle Code."¹

Uninsured motorist coverage must be offered with "Equal Limits" only to a certain amount. The Insurance Code provides that:

"[C]overage provided under an uninsured motorist endorsement or coverage shall be offered with coverage limits equal to the limits of liability for bodily injury in the underlying policy of insurance, but shall not be required to be offered with limits in excess of the following amounts:

- A limit of \$30,000 because of bodily injury to or death of one person in any one accident.
- Subject to the limit for one person set forth in paragraph (1), a limit of \$60,000 because of bodily injury to or death of two or more persons in any one accident."²

A Tragic Case

In a recent case, an attorney received a phone call from a long-time friend advising that her husband had been

severely injured while on his daily, early morning bicycle ride.

To make an already catastrophic situation even worse, it was a hit-and-run driver who had left her husband for dead, lying isolated off the side of a two-lane highway, after striking him with his vehicle.

The injured husband was a well-respected employee at his company and he excelled in all areas of his life. An avid biker, family man and athlete, he earned a good living supporting his wife and children, earning approximately \$500,000 annually and had just finished building a new, large home.

In the initial attorney interview with the couple at the hospital, the wife shared that her husband had a broken back and was suffering from multiple other injuries. It was apparent to all that he would not be able to work for many months.

However, the husband told the attorney that their insurance agent was great and took care of all their family needs. All they would need to do, he said, was have his wife call him and the agent would fax over whatever the attorney needed. The husband was confident all would be well, as his agent always told them they were "fully insured" should such an accident occur.

Shortly thereafter, the attorney received the declaration page in his office which outlined sufficient bodily injury liability coverage of \$250,000 per person and \$500,000 per accident, but only the absolute minimum required amount—based on the bodily injury liability coverage—of uninsured coverage of \$30,000 per person and \$60,000 per accident.

The agent, it was disclosed, had previously failed to assist the family with obtaining excess coverage, an umbrella policy, or prepare them for a possible future calamity.

The family was devastated as the husband's employment was the main source of income. The wife was

not employed outside the home, and, even if that were not the case, she would not bring in nearly the same income as her husband had been earning, given his many years with his company.

The reality was stark—there was a substantial mortgage to pay on their home, a laundry list of bills, and children to provide for—all with no income for the foreseeable future.

Another Example

In a similar incident, a couple was driving home in their family vehicle after a fun, relaxing day at a Southern California amusement park.

They were driving their older-model, but trusted, family SUV in the fast lane of the Golden State (5) Freeway, when a case of ‘too many cars, and not enough road’ slowed all traffic to a five mph crawl. It was late in the evening and the couple had made it about halfway home.

The husband was driving and, glancing in the rearview mirror, he saw a car moving at high speed and aimed directly at the rear of his own vehicle. It was obvious, the fast-approaching car was not braking.

In an instant, the collision was like a bomb going off, and the impact on the couple’s insurance situation almost equaled those of the shock on their car and their physical well-being.

In due time, the couple contacted an attorney who quickly helped them assess the situation.

Most clients believe that if the driver of the vehicle at fault is at the wheel of an expensive or luxury car—in this case, a late model Tesla—there will be high bodily injury liability insurance coverage.

Unfortunately, this assumption is often incorrect.

In this particular case, it was soon revealed that the driver of the Tesla had minimal bodily injury liability coverage limits of \$15,000 per person and \$30,000 per accident.

While the injured couple had been prudent in purchasing liability coverage of \$250,000 per person and \$500,000 per accident, they were shocked when their lawyer told them that their insurance agent had only sold them a policy with the corresponding minimum uninsured requirements of \$30,000 per person and \$60,000 per accident.

Victimized Again and Action Needed


In both of these cases, the injured parties were victimized twice—once by the driver of the vehicle who struck them, and once again, by a “trusted” insurance agent.

There currently are limited monetary incentives for insurance agents to sell higher levels of uninsured coverage to their policyholders, as the payments they receive for bodily injury liability coverage is consistently many multiples higher than uninsured coverage.

The sad truth is that until California law is updated to require a waiver be signed anytime an insurance agent sells a policy with limits that are lower for uninsured coverage than body injury liability insurance.

Until then, the victims of vehicle accidents who have paid for high bodily injury liability insurance, but were not offered high uninsured coverage, will continue to be victimized twice.

Attorneys who are educated further in this area will be able to better serve their clients, both present and future, by encouraging them to scrutinize their insurance policy declaration page or confirm with their insurance agent what are the current levels of their uninsured policy limits.

That alone might well save an individual or a family from having to endure a devastating financial disaster. 

¹ California Insurance Code § 11580.2(a)(1).

² Id. at § 11580.2(m).



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Hello and Goodbye

ALL OF US CAN REMEMBER back when we were much younger and eagerly anticipating being able to sit in the driver's seat of the family car. Obtaining the coveted permit or license, the goal was to drive wherever, whenever we wanted.

No parent of a child who sits behind the wheel of a car envisions that the experience might result in a horrid collision. At the same time, most parents will make sacrifices and protect their children at all costs.

Both facts were vividly underscored in the case of Vincent Hernandez (a pseudonym) and his young daughter.

While conferring with ARS staff, Hernandez explained that his daughter had been previously involved in a traffic accident, however, at that time, she lacked proper auto insurance coverage and had not been added to her father's policy.

Consequently, the adverse driver's insurance company sought direct financial recovery from Hernandez's daughter.

ARS staff immediately reached out to attorney Steven Simons, an experienced ARS panel member, who has successfully negotiated cases of this nature on behalf of numerous clients.

Following an initial consultation, Simons met with Hernandez "to get a feel for the level of sincerity, as well as the ability to seek an equitable solution."

Simons concluded that Hernandez "was a hardworking man who displayed a desire to protect his young daughter... the fact that she had been involved in an accident, driving his vehicle, without insurance was something he owned."

As a result, Simons, assisted by his capable support team, immediately began to work on a resolution to the case.

Reviewing the appropriate documentation, they got to work to ensure a prompt, but thorough, resolution at minimum cost to allow the client to have more money to allocate towards the anticipated settlement.

“

I truly believe that two of the most difficult things to say in life are hello and goodbye.”

According to Simons, "after getting the total demand package from the insurance carrier, I was able to analyze the damages and pick some holes in his claimed damages. Once I did that it was a matter of negotiating the settlement."

After proving that the claim had been mishandled and following several counteroffers, Simons was able to

secure a settlement that was acceptable to his client.

Initially, the insurance company had sought approximately \$10,000 in compensation.

After providing clear evidence that the claim has been botched, which "would provide us with possible affirmative defenses that would mitigate the damages and allow a jury to find in favor of the hardworking father and the young girl who simply had an accident," the insurance company accepted a lump sum of \$6,500. The client was ecstatic with the end resolution, and also vowed to learn from the experience.

In closing, I truly believe that two of the most difficult things to say in life are hello and goodbye.

As such, I wanted to take this opportunity to not only say my goodbye to the San Fernando Valley Bar Association, the Attorney Referral Service, and all the wonderful individuals who made my time here memorable.

But, I also wanted to say thank you for the opportunity in allowing me to be a part of this family. 🏠

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WE ARE NOT YET OVER THE CHALLENGES OF the COVID-19 pandemic, and it seems like it is going to be a while before we are.

If you have a desire to help others, though, whether they are family members, community members, businesses, non-profits or just fellow humans across the globe, the following are some suggestions from idealists.org, a New York-based project of Action Without Borders, a global coalition of people working to build a world where all people can live free, dignified, and productive lives.

- **Checking In On Your Neighbors**—Call or text your neighbors to make sure they are okay. This is actually a safe way to make sure that your more vulnerable neighbors have what they need. If you feel comfortable going out, consider knocking on the door of any elderly neighbors (with your mask on once they recognize you) and chatting through the screen door just to offer a bit of comfort and reassurance.
- **Connecting and Volunteering Virtually**—Non-profits around the world are working to problem solve and develop ways to continue to run their programs. Check with your local representative offices or even your local senior center to see what new opportunities for virtual volunteering arise over the coming weeks and months.
- **Not Wasting Food**—According to Feeding America, each year 72 billion pounds of food goes to waste. A few simple ways to cut down on food waste include storing food in the proper place (and at the proper temperature), waiting to wash produce until you're ready to use it (to avoid mold), freezing anything that you do not expect to use in the near future (if freezing is possible), making a stock, composting, and of course, enjoying your leftovers.
- **Giving Blood**—As the novel coronavirus continues to spread, we can expect to see a decrease in those eligible (and willing) to donate blood. According to the American Red Cross, "Right now, the American Red Cross encourages healthy, eligible individuals to schedule a blood or platelet donation appointment at redcrossblood.org to help maintain a sufficient blood supply and avoid any potential shortages."
- **Donating to Your Favorite Organization**—While we are staying safe at home, millions of nonprofit professionals all over the world are working to continue to deliver services and implement programs, uninterrupted. Many of us are not spending on travel, eating out, recreation, etc. Your donation will keep their efforts going at a time they are needed the most.
- **Being a Leader**—If you are in a position of professional authority and have the decision-making power to continue to allow your team to work from home, make it happen. Even if you do not consider your employees to be particularly high risk, keeping employees safe at home lets others know that you and your team are aware of and prepared to do your civic duty.
- **Finding a Mutual Aid Network**—Right now, all over the country (and around the world), communities are coming together to create mutual aid networks. A mutual aid network gives neighbors the ability to post their needs—groceries, translation services, pharmacy runs, even cash to make rent—with others answering the call to help. Find your local network and get active on it, or even start one.
- **Appreciating Those on the Front Lines**—At some point the pandemic will subside and we will be able to slowly get back to our lives. When we get back to some sort of normalcy, we are going to have a lot of people to thank—nurses, doctors, police officers, firefighters, EMTs, postal workers, supermarket clerks, sanitation workers, delivery people, teachers who teach our kids virtually, and so on.

Lastly, take care of yourself, as your own well-being incredibly important at a time like this. Being responsible and making safe and smart choices is a civic duty.

For some of us, doing our part will simply mean taking better care of ourselves. That by itself is doing something important! 

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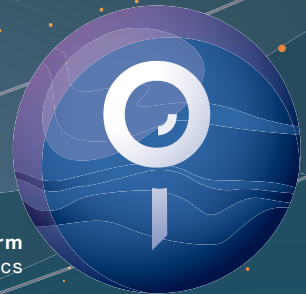
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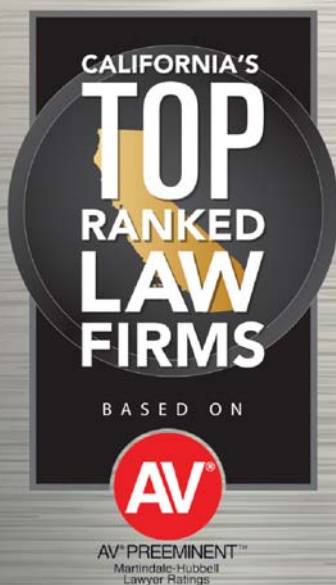

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