

The Marin Lawyer

An Official Publication of the Marin County Bar Association



GENERAL MEMBERSHIP MEETING MARRIAGE EQUALITY AND PROPOSITION 8: WHAT NEXT? THERESE STEWART TO SPEAK ON “THE MARRIAGE CASES”

The California Supreme Court is likely to rule soon on the constitutionality of Proposition 8. How will the decision affect the fights for and against same-sex marriage in California and beyond? Get the inside story from one of the state’s leading legal advocates for marriage equality.

On Wednesday, April 22, 2009, at 12:00 noon at Jason’s Restaurant (300 Drakes Landing Road, Greenbrae), Therese Stewart, San Francisco’s Chief Deputy City Attorney, will discuss the legal issues and strategies involved in the same-sex marriage litigation, the likely effect of the upcoming Supreme Court decision, and how she sees the future of marriage equality battles.

Ms. Stewart headed a team of public and private firm lawyers representing San Francisco in the “Marriage Cases” through trial and appellate courts. She argued the cases before the California Supreme Court, which held last May that denying marriage rights to same-sex couples is an impermissible discrimination. Last month, she again argued marriage rights before the state supreme court, this time urging the court to void Proposition 8, a voter-approved constitutional amendment that forbids recognition of same-sex marriage.

Ms. Stewart has long represented parties and amicus curiae in LGBT civil rights cases, including the airlines’ challenge to San Francisco’s Equal Benefits Ordinance, a lesbian police officer discrimination suit against the

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Calendar of Events

April 22nd
General Membership Meeting
Jason’s Restaurant, Greenbrae
12 – 1:30 pm

April 15th
ADR Section Meeting
12 – 1:30 pm

April 15th
Probate & Estate Planning Section Meeting
12 – 1:30 pm

April 16th
Real Property Section Meeting
12 – 1:30 pm

April 20th
Probate & Trusts Mentor Group
12 – 1:30 pm

Look for details each month in
The Marin Lawyer

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Michael J. Fish was Guest Editor of this issue of *The Marin Lawyer*. Philip R. Diamond is Series Editor for 2009.

ARE PREEXISTING PRIVATE FEE ARBITRATION CLAUSES ENFORCEABLE?

By Michael J. Fish and Jill Sperber*

The recent California Supreme Court opinion in *Schatz v. Allen Matkins* (S150371) 2009 Westlaw 161199, filed January 26, 2009, resolves the previously vexing issue of whether a pre-existing private contractual arbitration clause may be enforced to substitute for a *trial de novo* following non-binding mandatory fee arbitration (MFA). The *Schatz* Court concluded that the statutory scheme providing for a trial de novo following non-binding arbitration does not stand as an obstacle to enforce a preexisting binding contractual fee arbitration agreement following non-binding, statutory fee arbitration.



(Continued on page 10.)



PRESIDENT'S MESSAGE

WHAT DOES THE MARIN COUNTY BAR ASSOCIATION DO FOR YOU?

By Marlene P. Getchell

How do you like our new "Green" look? If you like the look of the new April issue of the Marin Lawyer, then please take a look at our updated website. We

have updated the look of both the Marin Lawyer and the MCBA website to celebrate the fact that the Marin County Bar Association is now certified as a Green Business by the County of Marin. We want to emphasize our commitment this year to promote environmental awareness and assist our members in qualifying as certified Green Businesses. To accomplish our goal, the Marin Lawyer now features a monthly article on Going Green. This Marin Lawyer is printed on recycled paper with vegetable based ink. We will be giving more information on how to become a green business in upcoming issues of the Marin Lawyer.

You might be asking yourself, "What else does MCBA do for me?" The answer is that we do a lot, much more than I can describe in this article. As President of MCBA, I've had the opportunity to meet with other bar association presidents, and I have to say that the benefits we provide to our members of MCBA compare quite favorably to those provided by other bar associations.

Membership Directory. One of the most useful benefits of belonging to MCBA is that each year you receive an updated membership directory. The directory contains not only updated contact information for other MCBA members, but the names and telephone numbers of court staff and Marin County government offices. I keep the membership directory right next to my desk, and I probably refer to the directory at least four times a day.

I am always frustrated when I need to find the telephone number of a local attorney and have to go to the California State Bar's website for the contact information. I am more likely to refer business to another MBCA member because of the convenience of having the contact information easily accessible in the membership directory.

Discounts. We have negotiated MBCA member discounts for valuable and useful products and services, such as court reporting services, business supplies, legal subscriptions, printing and storage. We urge you to check our website for a list of vendors of professional and business products who will provide discounts to MBCA members.

Continuing Legal Education. MCBA provides you with the opportunity to get your CLE credits on at least a monthly basis. MCBA supports the Sections that hold monthly meetings where you can earn CLE credits in your area of expertise. Later this year, we plan to hold our Second Annual CLE Fair, where you will be able to earn all of those hard-to-get CLE credits.

Lawyer Referral Service. If you want to enhance your practice, you should consider applying for the Lawyer Referral Panel, which is underwritten by MCBA. LRS provides attorney members with an opportunity to build their practice. For only \$50, individuals in the community can receive a consultation from an experienced and qualified attorney.

Monthly Newsletter. The *Marin Lawyer* is mailed to your office monthly and contains all sorts of interesting information about the law and your legal community. It also contains a Calendar of Events which enables you to keep track of what MCBA is up to (just in case you aren't sitting at your computer).

If you are reading this while sitting at a computer, take a look at our new updated website right away. You can spend hours just checking out the links to interesting and useful websites all over the Bay Area. You can also read about all the other outstanding services MCBA provides to its members. If you compare our website to other Bar Associations, you will see that MCBA's website is one of the best!

RESERVATION FORM

General Membership Meeting **Speaker Therese Stewart**

Please make ____ reservations for me at Jason's Restaurant, 300 Drakes Landing Road, Greenbrae on **Wednesday April 22, 2009**, from 12-1:30 pm.

Please choose one: ____ Baked Salmon ____ Penne with Sausage ____ Brandy Chicken ____ Vegetarian Gnocchi

Name(s) or Firm Name: _____ Phone: _____

Enclosed check for _____ (\$40 members and \$50 non members)

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Please, we must have RSVP's by April 15, 2009.

Make checks payable to MCBA and mail to: MCBA, 30 North San Pedro Road, Ste. 140, San Rafael 94903.

Reservations are non-refundable unless the individual provides at least 24 hours cancellation notice to MCBA.



STATE OF THE COURT REPORT

By Hon. Verna A. Adams
Presiding Judge of the Marin County Courts

It has been 26 years since I served as President of the Marin County Bar Association, and a great deal has changed during that time.

For one thing, this Association is a lot bigger.

One thing that has not changed is the excellent relationship between bench and bar. Back in 1986 attorneys volunteered to serve as settlement conference panelists and they did a great deal of *pro bono* work as well. Now, in 2009, the opportunities for attorneys to give back to their community with volunteer time and *pro bono* service are bigger and better than ever before.

During these times of economic uncertainty and hardship it is more important than ever for all of us to help people who have lost their jobs and/or their homes, to navigate the legal system. At the courthouse we constantly see the havoc wrought in people's lives as a result of the current financial crisis: an marked increase in *pro per* unlawful detainers, collection lawsuits, request for prejudgment writs of attachment, support modifications, and domestic violence, to name a few. Legal Aid and our other excellent providers of low- or no-cost legal services cannot possibly meet all of the current demands for such assistance. You have never hesitated when asked to help, and I thank you in advance for stepping forward to meet this challenge. *This is an emergency.*

If you can help, please call Nancy Murphy (Legal Aid) at: 492-0230.

Thanks to you, our ADR programs at the courthouse are stronger and more effective than ever. In addition to our
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STANDARDS FOR ATTORNEY'S FEE BILLING STATEMENTS: A PRACTICAL TIP

By Michael J. Fish*

Based upon the State Bar Mandatory Fee Arbitration, Arbitration Advisory 95-02, dated June 9, 1995.

Most attorneys are aware that Business and Professions Code Section 6148 requires attorneys to have written contracts for services in most cases. In fact, this section is covered in the State's Mandatory Professional Responsibility Exam that each of us is required to pass before being admitted to practice law in the State of California. Attorneys should also be aware that section 6148 also has requirements for billing statements. Under the statute, if the requirements are not met, a fee agreement may be voidable at the option of the client, entitling the attorney to collect only a "reasonable fee" or, in some instances, no fee at all.

Section 6148(b) of the Business and Professions Code states:

(b) All bills rendered by an attorney to a client shall clearly state the basis thereof. Bills for the fee portion of the bill shall include the amount, rate, basis for calculation, or other method of determination of the attorney's fees and costs. Bills for the cost and expense portion of the bill shall clearly identify the costs and expenses incurred and the amount of the costs and expenses.

The statute also requires that the attorney provide a bill to the client no later than 10 days following a request, unless the attorney has provided a bill within 31 days prior to the request, in which case the attorney must provide a bill no later than 31 days following the date the most recent bill was provided. The client is entitled to make requests at intervals of no less than 30 days following the initial request.

An attorney's failure to comply with this section may result in harsher consequences to the unwary attorney who seeks to collect his fees. While an attorney may believe he can still pursue a reasonable fee if his agreement is voided, an attorney who waits two years and one day to pursue his fee claim (in order to avoid any affirmative claims by the client for attorney malpractice) may find his fee claim barred by the two-year statute of limitations for oral agreements if his written fee agreement is voided.

In order to better understand what to look for, it is helpful to study the following examples of fee agreements.

For example, producing a computer-generated statement that simply has columns for "Total Services" and "Total Expenses" with dollar amounts and no itemization whatsoever, does not comply with the statute. A billing that lists a detailed itemization of services by date, but fails to reveal which attorney or paralegal performed the services, fails to reveal how much time was expended, and fails to reveal hourly rates, and also does not comply. Clearly, the bills in these examples do not include the "amount, rate, basis for calculation, or other method of determination of the attorney's fees and costs."

The American Bar Association Committee on Ethics and Professional Responsibility confirms from an ethical standpoint the duty to "render statements to the client as to how [the] basis for billing has been applied" to "tell the client what he or she needs to know in order to understand how the amount was determined." Section 6148(c) states that "failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee."

A related issue is a change in the attorney's hourly rate. Many fee agreements allow for an increase in hourly rates or allow charges at "regular hourly rates." Increases in hourly rates are acceptable if allowed in the fee agreement, but *only* with prior notice to the client. In *Severson & Werson v. Bollinger* (1991) 235 Cal.App.3d 1569, the Severson firm had an agreement to charge at the firm's "regular hourly rates." Throughout the course of the representation of the client, the firm increased the hourly rates without notifying the client of the changes. The bills sent by the firm did not set forth the hourly rates or contain information from which changes in hourly rates could be determined. The Court of Appeal held that as a matter of law, the firm could not unilaterally change the hourly rates. The court cited Business and Professions Code section 6148 and discussed the general policy that "attorneys

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MEET YOUR DIRECTORS SPOTLIGHT ON JOEL GUMBINER

The Marin Lawyer decided that it would be a good idea to let the MCBA membership get to know a little more about the MCBA Directors whom they elected, and who give so much to make the MCBA a great, vibrant, organization. To that end, *The*

Marin Lawyer will run a series of articles, each focusing on a different MCBA Director or Officer. This month, our spotlight is on Board Member Joel Gumbiner.

The Marin Lawyer: What is your practice area?

Joel Gumbiner: I have specialized in the representation of policyholders in insurance coverage and bad faith cases – mostly litigation, but I have become more involved over the last decade during the claims process. I have also litigated and tried many cases involving landslide and flood, inverse condemnation, construction defect, real estate misrepresentation, employment discrimination and large personal injury/wrongful death cases.

TML: Why did you decide to become a lawyer?

JG: I took a strange route to becoming a lawyer. After earning undergraduate degrees in Music and Mathematics I knew those could be only hobbies, not professions. After working in Boston for a year, I decided to go to law school at the University of San Francisco. Clerking for three excellent San Francisco litigation firms during law school, and working on Law Review, I knew it was what I wanted to do.

TML: Why do you live in Marin?

JG: I moved to Marin in 1992 for the schools. I stayed for the beauty, the fabulous running trails, and our close connection to so many different Marin communities.

TML: What do you love to do when you're not busy practicing law?

JG: Almost all of my free time is spent volunteering. I really love it. When my kids were young, I coached girls softball and basketball and Pop Warner football. I spent several years on the Central Marin Pop Warner Football/Cheerleading Board and served two years as President. I am active at Congregation Rodef Sholom serving on the Religious School Board for the last six years, two years as

(Continued on page 14.)

GOING GREEN

By Kate Rockas, MCBA Director

Did you know that your laser printer releases fine toner-like particles which can lodge deep in your lungs, causing respiratory illness or even heart disease? Last year, an Australian study classified 17 out of 62 printers in their study as “high particle emitters” due to elevated quantities of particles released during use. One of the printers released particles into an experimental chamber at a rate comparable to the particle emissions from cigarette smoking. This means that you could be exposed to second-hand smoke every day at your office.

Your choice of printer is the primary way of limiting your exposure to this type of pollution. A list of high-level, mid-level, low-level and non-emitters can be found at www.thedailygreen.com. If it isn't time to purchase a new printer, make sure that your office is well ventilated.

You can *green* your current printer by using recycled toner cartridges. If using recycled toner cartridges, you should know where the toner is coming from. You should also know what the provider does with the cartridges they take back. Much of the recycled toner is coming from China, Vietnam or Mexico which means that a lot of energy is used just getting the products to the United States. Many providers throw the used cartridges away.



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TAMALPAIS HIGH SCHOOL WINS CALIFORNIA STATE MOCK TRIAL CHAMPIONSHIP



Mill Valley's Tamalpais High School Mock Trial 2009 State Champion Team in Riverside, California.

Tamalpais High School, located in Mill Valley, California, became the California Mock Trial State Champions for the second time in five years in a grueling five-round, two-day marathon tournament with 33 other County Champions in Riverside, California, March 20 - 22nd. Northern California swept the top three slots at the State Tournament with Elk Grove High School of Sacramento County winning second place and Menlo High School from San Mateo County winning third place.

Tamalpais' Ben Harris won the best Constitutional Advocate Award for the Defense. Casey Khademi wowed the over 200-member crowd at the historic Riverside Courthouse with a moving closing argument that brought tears to the eyes of many present.

The National High School Mock Trial Championship is the premiere national law-related academic tournament for high school students. Mock trial programs are designed to give students an inside perspective of the legal system, providing them with an understanding of the mechanism through which society chooses to resolve many of its disputes. Mock Trial is an immensely popular national high school competitive sport involving students trying real cases with real judges, courthouses, witnesses and case law, demanding prowess in legal debate, analytic thought, impromptu persuasion skills, and role-playing expertise. This year students all over the country argued *People vs. Lane*, a first amendment and arson case.

Tamalpais High School has won the Marin County Mock Trial Championships for fourteen consecutive years, and in 2005 won the California State Championships and became the number one team in the nation, winning the National High School Mock Trial Championship in Charlotte, North Carolina. Tam High team will now travel to Atlanta, Georgia, the week of May 6 - 10, 2009, for this year's national tournament to compete among 40 state champion high school mock trial teams. We wish them well!

Congratulations to the Tam High team and its head attorney/coach, David Vogelstein. Under David's stewardship, Tam High has been in the final two of the State championship four times, with two first place finishes, and as noted above won the National championship in 2005. MCBA Board member Dennis Kavanaugh was an assistant coach for Tam High's mock trial team for 8 years.

MCBA MAKES *MOCK TRIAL* HAPPEN FOR OUR YOUTH

By Joel Gumbiner, MCBA Board Member

A hotly contested trial took place at the Marin courthouse in late January and early February. On trial was Leslie Lane, a rap artist and local political organizer, accused of burning down the community center of a large religious cult in Woodville, California. Lane was also charged with inciting a riot through provocative speech and rap lyrics at a political rally, and the burning of an effigy of one of the cult members before an agitated crowd.

Well dressed, sharp-tongued lawyers argued the case, including a pre-trial motion in which the defense asked the judge to throw out the incitement to riot charge as a violation of their client's first amendment rights. The prosecution countered by citing a long line of U.S. Supreme Court cases holding that the charge fell within a well-accepted exception to first amendment protection for speech creating a "clear and present danger of imminent lawless action." The defense rebutted that recent Supreme Court cases from the Vietnam War era had overturned multiple convictions under similar facts.

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(Mock Trial, continued from page 6.)

Ultimately, the excellent trial lawyers and witnesses presented compelling cases. Objections were flying and challenged. Riveting opening statements and final arguments electrified the courtroom.

You may not know it, but YOU – The Marin County Bar Association – make it happen every year. And every year, the quality of trials presented to packed courtrooms of spectators becomes more impressive. Marin County teams are high level competitors and among the best in the nation. The MCBA deserves an enormous amount of credit for its support of this incredible program

Without exaggeration, the high school students who tried this case before many of Marin County's finest judges were striking in their courtroom abilities and presentation. Judge Haakenson, Commissioner Chernus, Commissioner Heubach, and Judge Ritchie all commented on the excellence of the lawyers and witnesses in their courtrooms on January 31 and February 7. Many Marin County Bar Association members were also in attendance as scoring attorneys, coaches, proud parents and observers.

Seven Marin County high schools participated in the competition: Branson, Sir Francis Drake, Marin Academy, Marin Catholic, Redwood, Tamalpais and Terra Linda. Over 100 students participated this year as lawyers, witnesses, bailiffs and court clerks. In 2005, Tamalpais High School went on to win the California State and National Championships and is consistently excellent every year. Several other Marin County schools rivaled Tam this year in the carefully scored competitions...with only fractions of percentage points separating them from Tamalpais, who won again this year.

If you were there, you know.....this program is extraordinary in what it provides and accomplishes for all participants: confidence, verbal skills, nimble thinking, the ability to examine and cross examine witnesses, and a command of, and comfort in, the courtroom that allows students to argue points of law and objections and summations that are as good as any actual lawyer or witness you might see at trial during the week in Marin County.

Marin County Superintendent of Schools, Mary Jane Burke, summed up the Marin Mock Trial program this way:

“For more than 20 years the Marin County Bar Association has been a dedicated partner of the Mock Trial competition. They have assisted with recruiting the attorney coaches and judges that are essential to the program and have provided financial support for the competition. Most

precious is the gift of time that so many Bar Association members give to the program. Countless students have had life-changing experiences. They have learned about our legal system, built self-confidence, and developed important skills such as teamwork and public speaking. This is what can happen when caring adults give to the youth of our community. My heartfelt thanks to the Bar Association for all they do to make this possible.”

If you have not observed this special competition, or are not familiar with the program, *mark your calendars* for the last Saturday of January, and the first Saturday of February, 2010. It is high drama and pure excitement that will renew your faith in our teenagers and the educational programs in Marin County.

With vital state funding being cut for next year, the Mock Trial program is in danger. The MCBA Board of Directors has voted again to help sponsor the High School Mock Trial Program and will plan to match members' donations up to \$3,500 to keep this program going. Please help the MCBA support the MCOE in continuing this fine program with a donation. You will have many opportunities to contribute at general membership meetings, on line (shortly), or at the MCBA office. Thanks in advance for your support.



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TITLE COVERAGE MAY BE TERMINATED UPON DISSOLUTION OF ENTITY

By Scott D. Rogers and Dena M.
Cruz*
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In the United States, it is generally understood that an owner's policy of title insurance is not transferable to a third party buyer of the insured real property. In contrast, the potential for continuing coverage under an owner's policy upon transfers between related parties or entities or upon the dissolution of the insured property-owning entity is often misunderstood. In *Kwok v. Transnation Title Ins. Co.* (2009) 170 Cal. App. 4th 1562, the appellate court concluded that the title insurance policy was no longer in force because the appellants were not successor insureds "by operation of law" upon dissolution of the insured entity.

The Facts and Allegations

Mr. and Mrs. Kwok, through a limited liability company owned by them, acquired a residential lot with the intent of building a home for third party sale. At the closing of the acquisition, the limited liability company obtained a Standard Coverage Owner's Policy insuring both fee title and title to a sewer/drainage easement on adjacent property. After construction commenced, a dispute arose with the adjoining property owner who asserted that the easement was invalid. Following a substantial delay and a decline in market conditions, the Kwoks decided to occupy the residence themselves and conveyed the property from the limited liability company to themselves in their capacities as trustees of their revocable trust. The limited liability company was then dissolved.

Thereafter, the Kwoks filed an action against the adjoining property owner to enforce their easement rights and tendered a claim to the title company under the title policy issued to the limited liability company. The Kwoks claimed that coverage under the Owner's Policy issued to the limited liability company also applied to them, as successor insureds "by operation of law." The title insurer denied coverage on the ground that the conveyance of the property from the limited liability company to the Kwoks as trustees was a voluntary conveyance that terminated

coverage under the policy. The Kwoks filed suit against the title insurer for breach of contract and bad faith.



The Issues and Results

In granting the title insurer's motion for summary judgment, the trial court found that the Kwoks, as trustees under their revocable trust, had not succeeded "by operation of law" to the interest of the limited liability company since (i) the trustee was not a member of the limited liability company and (ii) the limited liability company was not dissolved until after the "voluntary" conveyance to the trust. At the appellate level, the Kwoks challenged the title company's definition of "by operation of law" and asserted that they became successor insureds "by operation of law" upon their "decision" to dissolve the limited liability company, a date they argued predated the deed to the trustee and the filing of the certificate of cancellation.

In affirming the trial court's decision, the appellate court quickly disposed of the Kwoks' claims, finding that (i) under the terms of the policy, the Kwoks could become insureds only by "operation of law;" (ii) the transfer of the insured property from the limited liability company to the revocable trust was a voluntary conveyance and not by "operation of law;" (iii) as the Kwoks were not members of the insured limited liability company in their capacities as trustees, upon dissolution any transfer by "operation of law" would have been to the Kwoks as individuals rather than as trustees. Therefore, the transfer of title from the limited liability company to the nonmember trustees terminated coverage under the policy as a matter of law.

(Continued on page 15.)



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PRO BONO 2009 CONFIRMS THAT LOCAL ATTORNEYS CARE

By Michael J. Fish

It was a beautiful day at Ricky's Restaurant, located at the picturesque garden setting of Inn Marin in Ignacio, for Legal Aid of Marin's annual Pro Bono luncheon sponsored by the MCBA honoring Marin County pro bono attorneys and non-attorneys for 2008, which took place on March 25, 2009.



MCBA President Marlene Getchell addresses a packed audience

Of the over 150 individuals honored, 19 were honored recipients of the Wiley T. Manuel Award issued by the State Bar of California for 50 or more hours of pro bono work. Beyond the camaraderie and friendship that typically surround our monthly general membership lunch meetings, there was a feeling of pride and personal satisfaction in those that were honored. Each of them unequivocally understands and shares that fabulous feeling one gets from helping others and giving a little more humanity and dignity to those who are less fortunate – providing services to those without means. This author believes that the real happiness we find in life is helping others.

Many of this year's recipients provided as many as 328 hours of pro bono services, making a definite impact on people's lives in our community.



Wiley T. Manuel Award winners (non-attorneys)

With over 90 people in attendance and a resolved standing ovation, Presiding Marin County Superior Court Judge Verna Adams, on behalf of the Marin County bench and bar, appropriately thanked each volunteer for their sincere efforts on behalf of those less fortunate – for truly making a difference.



Wiley T. Manuel Award winners (attorneys)

SAVE THE DATE!

Come Together for
Legal Aid of Marin's Annual Party
Friday, **June 5, 2009**; 6:00 – 10:00
Mill Valley Community Center

Dealing With Aging Parents?

Get help in ***The Boomer's Guide to Aging Parents***, by Carolyn L. Rosenblatt, R. N., Attorney at Law. This 9-part Guide covers dangerous older drivers, the pros and cons of assisted living, family conflicts, and how to stand up for your elder in the healthcare system, as well as other topics adult children must face.

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ADMINISTRATIVE PROFESSIONALS' DAY: APRIL 22, 2009

By Kristi L. Edwards, CCLS*

What is the purpose of Administrative Professional's Day (formerly Secretaries Day) and who thought it up anyway, the florist or restaurant industry? How is it properly celebrated in this day of political correctness, when men and women fill support staff positions with titles ranging from receptionist, filing clerk, legal assistant, paralegal, law office administrator (anything but, ohmygawd, legal secretary)?

The day and week (National Administrative Professional's Week – 3rd week in April) was the brainchild of one Harry F. Klemfuss who wanted to promote the value and importance of office work, and encourage women to become secretaries. It has been celebrated since 1952 to recognize the contributions of administrative and support staff.

A brief surf on the internet reveals that you can purchase flowers, teddy bears, lunch, or a gift basket. Send email cards and poems. Arrange a surprise visit from a magical clown, arrange for a limo trip, or ask your assistant to give up a Saturday for a surprise trip to the wine country or a horse ranch!

Some support staff might be thrilled with one of these efforts, but often these simply seem to be the obligatory response to the 'gift' expectation which can be diminishing, demeaning, or downright embarrassing.

I believe that many support staff members like their jobs, enjoy their position, work hard to produce a good product, and want to be recognized for the contributions they make to their office. The best way is to acknowledge their efforts is not once a year, but every day. An honest "thank you" at the end of a long, stressful day's work goes a long way.

Another way is to treat your staff like the career professionals they are and encourage their desire to learn and grow in their field. Consider paying their dues in the Marin County Legal Professionals Association where they can take advantage of monthly dinner meetings with informative speakers, workshops and educational seminars, networking with other professionals, and group benefits such as medical and dental insurance. Dues are \$45 and will last a whole year: much longer than those flowers!

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(General Membership, continued from page 1.)

City of Sacramento, an early equal protection challenge to the State's denial of equal benefits to partners of lesbian and gay employees, and a case challenging the Defense Department's denial of security clearances to lesbians and gay men. In 1999, Ms. Stewart served as the first openly gay President of the Bar Association of San Francisco. Ms. Stewart received her B.A. from Cornell University in 1978 and her J.D. from Boalt Hall School of Law in 1981.

Seating is limited; early reservations are recommended. Please register for this exciting program by completing and returning the reservation form on page 2, or by calling or e-mailing Robynn Gaspar at 499-1314 or rgaspar@30nsp.org.

(Arbitration Clause, continued from page 1.)

So, what does this really mean for attorneys with arbitration clauses in their retainer agreements requiring private arbitration to resolve attorney fee disputes?

BACKGROUND

Under the Mandatory Fee Arbitration Act ("MFAA"), Article 13 of the California State Bar Act (Bus. & Prof. Code §§ 6200 *et seq.*), when there is a fee dispute between an attorney and a client, the client may choose to submit the matter to arbitration by a local bar association. If the client elects such arbitration, the attorney must agree to arbitrate. The arbitration will be binding, however, only if the attorney and client so agree in writing *after* the dispute has arisen. Otherwise, either party may request a *trial de novo* within 30 days after the arbitration award is served. The right to request a *trial de novo* to challenge a non-binding arbitration is provided by statute. The statute is silent, however, with respect to the right to compel private arbitration after non-binding MFA instead of a trial de novo.

In recent years, an increasing number of attorney-client retainer agreements contain language providing that disputes between the attorney and the client shall be submitted to binding arbitration. Obviously such agreements, entered into at the commencement of the attorney-client relationship, *precede* the occurrence of any dispute as to fees and costs. Some arbitration clauses specifically reference disputes regarding fees or costs, while others attempt to deal globally with all attorney-client disagreements. The question arises in some cases as to the effect of preexisting private fee arbitration agreements under the MFAA. In particular, may a preexisting private arbitration agreement be enforced, thereby depriving a party of his or her statutory right to request a trial de novo as guaranteed by statute following non-binding MFA?

(Continued on page 11.)

(Arbitration Clause, continued from page 10.)

THE PROLIFERATION OF PRIVATE AND MANDATORY FEE ARBITRATION AGREEMENTS

Agreements to arbitrate legal malpractice cases have specifically been found to be valid [*Powers v. Dickson, Carlson & Campillo* (1997) 54 Cal.App.4th 1102].

The question of whether the parties' agreement to arbitrate fee and/or cost disputes is enforceable or is superseded by the MFAA is significant in light of the proliferation of arbitration clauses in attorney retainer agreements during the last two decades. This proliferation is understandable, for we have experienced a recent period of rapid expansion of arbitration as a dispute resolution mechanism. It therefore seems well established that lawyers and clients are free to enter into agreements for binding arbitration of future disputes with the sole exception of potential disputes regarding fees or costs governed by the MFAA, and Business & Professions Code § 6204 in particular.

If there is an arbitration agreement between the lawyer and the client specifying that both will participate in the MFA program in the event of a dispute as to fees and costs, that agreement is enforceable under the MFAA. But no agreement that the arbitration as to fees or costs will be *binding* is valid unless that specific agreement is entered into *after* the dispute has arisen (Business & Professions Code § 6204(a)).

Notwithstanding these provisions, attorney-client fee agreements frequently call for binding arbitration of *all* disputes without reference to MFA or to a separate consideration of disputes regarding fees and costs. The MFA statute gives the client the absolute right to insist upon arbitration - either advisory or, if all parties agree, binding - under Business & Professions Code §§ 6200 *et seq.* The challenge, however, is how to apply arbitration agreements which either (a) fail to separate out disputes over fees and costs or (b) provide that the client's rights to MFA arbitration of fees and costs are preserved but - if non-binding MFA arbitration is elected - any subsequent resolution must be through binding arbitration rather than through access to court or jury trial.

THE *SCHATZ* v. *ALLEN MATKINS* OPINION

In *Schatz*, the Supreme Court decided the issue of whether a court may compel binding contractual arbitration following non-binding MFA based on a preexisting arbitration agreement in lieu of a trial *de novo* requested by the client. The Court concluded that the MFA statutory scheme providing for the right to a trial *de novo* after non-binding MFA does not stand as an obstacle to a preexisting binding contractual fee arbitration agreement.

The facts: The parties in *Schatz* had a binding contractual arbitration clause in their fee agreement that the client chose to accept. The parties proceeded to non-binding MFA through a local bar association program. Dissatisfied with the non-binding MFA award, the client filed a judicial action for a trial *de novo*. The respondent attorneys petitioned the court to compel binding arbitration instead pursuant to their preexisting binding arbitration agreement with the client. The trial court agreed with the client, who had argued that a private arbitration agreement cannot trump his statutory right to a trial *de novo* following non-binding MFA. The attorneys had argued that binding contractual arbitration would satisfy the MFA statutes' *de novo* trial requirement. On appeal, the Court of Appeal agreed with the trial court, resulting in the attorneys' petition in the Supreme Court seeking review.

The Supreme Court's Opinion. The Supreme Court analyzed the interplay, and resolved any ambiguity, between the MFA statutes providing for automatic stay of any pending litigation "or other proceedings" (section 6201) and the right of the parties to finalize their dispute with binding MFA (after the fee dispute has arisen) (section 6204(a).) The Court concluded that the statute conferring the right to make MFA binding does not govern how the parties may resolve the case *after* non-binding MFA. In other words, a contractual agreement for binding arbitration following an unsatisfactory non-binding MFA award is not prohibited by the MFA statutory scheme and satisfies the requirement of a trial *de novo*. The Court concluded that "the MFAA does not stand as an obstacle to the enforcement of a valid agreement to arbitrate pursuant to the CAA [California Arbitration Act]."

PARTING PRACTICE TIPS

What impact does the *Schatz* opinion have on Mandatory Fee Arbitration?

In brief:

The client's right to MFA remains intact notwithstanding a preexisting contractual arbitration agreement. The client continues to have the right to request MFA, notwithstanding a preexisting arbitration agreement to resolve fee disputes through binding arbitration. The *Schatz* case does not take away the rights of the client to receive the required Notice of Right to Arbitration form, request MFA with or without Notice from the attorney, or participate in MFA.

A preexisting binding contractual fee arbitration agreement still does not control the nature of any MFA

(Continued on page 12.)

(Arbitration Clause, continued from page 10.)

requested. The client and attorney may still choose either binding or non-binding MFA after the fee dispute has arisen. The Schatz case does not require binding MFA even if a preexisting arbitration agreement requires binding fee arbitration.

Following non-binding MFA, a party's statutory right to a trial de novo may be satisfied by another arbitration under a preexisting contractual arbitration agreement. If the parties previously agreed to contractual fee arbitration, the court may compel contractual arbitration in lieu of a trial de novo in civil court. In other words, contractual arbitration may substitute for a trial de novo after non-binding MFA according to a prior arbitration agreement without offending the MFA statutes.

A non-binding MFA award may still become binding by operation of law after the passage of 30 days notwithstanding an otherwise enforceable preexisting contractual arbitration agreement. The Schatz case does not affect the time period or ability of a party to challenge a non-binding MFA award. It only potentially affects the forum where the fee dispute will be re-heard, if requested within the required time period.

In conclusion, for numerous reasons, it may be prudent to include mandatory and/or private arbitration clauses in fee agreements. However, in doing so, understand the limitations placed upon you under the Mandatory Fee Arbitration Act and its impact on any such language.

**Michael J. Fish is a senior partner with the firm of Fish & Snell, P.C., located in Novato. He is a past chair of The State Bar of California Mandatory Fee Arbitration Committee, the Vice Chair of the Marin County Bar Association Client Relations Committee, and a current member of the MCBA Board of Directors. Jill Sperber is the Director of the State Bar's Mandatory Fee Arbitration Program. She staffs the State Bar's Mandatory Fee Arbitration Committee and oversees the MFA Program including 45 local bar programs as well as the State Bar's Mandatory Fee Arbitration and enforcement of awards programs.*

Please consider offering to serve as a Fee Arbitrator on the Marin County Bar Association Client Relations Committee. For more information, please contact Robynn Gaspar at the MCBA office at (415) 499-1314, or RGASPAR@30NSP.org.

(State of the Court, continued from page 3.)

usual Bench-Bar Settlement Conferences in Family Law and our settlement conferences in Civil, in recent months we have instituted the following:

A special settlement conference program for misdemeanors, under the leadership of Judge Lynn Duryee, Supervising Judge of the Criminal Division.

Mandatory settlement conferences in all trust and probate litigation. My personal thanks to the Probate Section and to all our trust and probate attorneys who volunteer for this program.

Settlement conferences in high conflict child custody cases, with panelists from the bar and from the mental health community. In 2008, we had 18 cases set for such settlement conferences. One settled before the conference, 15 at the conference, and two after the conference but before trial. That's a 100% settlement rate. I am grateful to the Family Law Section, the mediation bar, and the mental health community for their unhesitating support of this new program.

We are planning to invite mental health professionals to participate in selected civil settlement conferences. I have convened an *ad hoc* committee to study that proposal, comprised of Steve Sulmeyer, David Feingold, Larry Strick, and Matt White. If you have questions or comments, please call me or any member of the committee.

We are very aware that we can do little, if any, of this without the volunteer help of the Bar. Thank you.

A year ago we started, as a pilot program, a Family Violence Court in Marin. We began with 25 post-plea defendants (22 men and three women) who come to my courtroom every Wednesday at 2:30 P.M. The FV Court team is comprised of me, DDA Chuck Cacciatore, DPD George Shea, and DPO Melissa Davis. Our defendants have been selected because they are high risk. Since we began the program, none of our defendants has been charged with any further incidents of family or domestic violence, which, considering the population of the court, is a stunning accomplishment. We have done this with no funding of any sort. I am grateful to the Probation Department, the DA, and the Public Defender for supporting this program, especially in these trying economic times.

I suspect that this column may fall into the category of "preaching to the choir." Please prove that I am correct by calling Nancy Murphy today. Thank you for all that you do for the courts and for the residents of Marin.

(Attorney Invoices, continued from page 4.)

have always had a professional responsibility to make sure clients understand their billing procedures and rates. This responsibility logically precludes any changes in agreed-upon rates without notification.”

In order to prevent the loss of fees, attorneys should utilize the following checklist as a guide in analyzing their billing practices:

1. Consistent with Fee Agreement: Is the statement consistent with the fee agreement as to hourly rates or other fee computation and costs?

2. Description of Services: Are the legal services adequately described as to what work was done and who performed it?

3. Hourly Rates and Time: Are the hourly rates charged for each time keeper adequately identified? Can it be determined how much time was charged for each task that was performed by each timekeeper?

4. Costs and Expenses: Does the bill adequately identify costs and expenses? Are the costs adequately itemized and can the basis for calculation be determined? (E.g., “Travel Expense: \$500.00” vs. “Air Fare: \$300.00, Hotel (1 night): \$100.00, Taxis: \$50.00, Meals: \$50.00.”).

5. Sending Bills: Have bills been sent to clients promptly? Has the client requested billing statements?

6. Rate Increases: If rates have increased, does the fee agreement allow an increase, and if so has the client received adequate notice of the increase?

Conclusion

In these economic times, it is important to pay attention to the business of practicing law. A regular analysis of your firm’s billing practices can help prevent you from being precluded from collecting a fee for the professional services you rendered and the costs you advanced on behalf of a client. Take the time to make your review now.

**Michael J. Fish is a senior partner with the firm of Fish & Snell, P.C., located in Novato. He is a past chair of The State Bar of California Mandatory Fee Arbitration Committee, the Vice Chair of the Marin County Bar Association Client Relations Committee, and a current member of the MCBA Board of Directors.*

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(Spotlight, continued from page 5.)

President, and I chair several synagogue committees. I have been coaching the Terra Linda High School Mock Trial team for the past four years which is almost a second job between September and February. I sometimes tutor kids in math. For fun, I run with my dogs in the Lucas Valley hills most mornings or work out at the JCC. I belong to Richmond Country Club and play golf most weeks when work allows.

TML: Tell us about your family.

JG: My wife Alice and I just celebrated our 20th anniversary in November. We are the proud parents of our 19 year old daughter, Leah, and 17 year old son, Daniel. Leah is a freshman at UC Santa Barbara, majoring in Psychology, apparently changing to Marine Biology. Daniel is a junior at Terra Linda High School. Both of my kids have been active in social action. Daniel and I went to New Orleans last spring to help rebuild hurricane damaged houses. Leah volunteered at Marin General Hospital for two years and was involved in other clubs doing community service. Alice has been doing volunteer work in Marin county delivering meals to the homeless and is involved in many civic organizationsand book club.

TML: If you could pursue any other career besides law, what would it be and why?

JG: I can't imagine what else I would do. That is why I practice law. I love working with kids, especially teens, so I suppose I could see myself as a teacher or coach.

TML: Why did you join MCBA and the MCBA Board?

JG: I joined the MCBA as soon as we moved here in 1992. I was a lawyer. I lived in Marin. I felt I had to be part of the legal community here. I am big on community. I was flattered to be asked to be MCBA Membership Chair in 2007, and then a few months later to join the Board. It was an honor I could not pass up.

TML: Was there a case that you consider the highlight of your career?

JG: There have been several high profile cases, and well known clients that I have represented over 25 years of practice. Choosing a single highlight is tough. I'll give you two: 1) My former partner, David Rudy and I tried a 14 month jury trial in Los Angeles arising out of a landslide that destroyed 23 multi-million dollar homes in the City of Rolling Hills on the Palos Verdes Peninsula. We represented a well-known sports agent who got us tickets to the Super Bowl during the trial. 2) We represented the Airport Authority of Washoe County (Reno-Tahoe Int'l Airport) in an insurance bad faith case against its primary and excess flood insurers over a \$25 million runway that was destroyed by flood. I get pretty pumped up over the

large insurance cases. We have had a lot of them.

TML: What was the strangest case you ever had?

JG: The strangest case I ever had involved a con man who had wooed and married the daughter of a Hong Kong movie mogul. He met her at the funeral of her son who died under mysterious circumstances. After a few months of marriage, she came home from a trip to find her L.A. home completely emptied. The guy had stolen everything including millions in art, sculpture and furniture. The insurer denied the claim. The guy ended up in federal prison in Kansas after he got caught on another massive con involving the Mexican government. Some of the stolen property was found in Texas where I had to make several appearances. My client (the Hong Kong movie mogul who owned the stolen property) owned a lot of hotels in Maui where the depositions took place. During that case Hong Kong changed from British to Chinese control so it was interesting conversing almost daily with my contacts in Hong Kong while that was happening. Great case that would make a great novel.

CONSIDER THE LAWYER REFERRAL SERVICE

Lawyer Referral Service (LRS) provides a remarkable service to the community and a valuable service to those who wish to build their practice. For an administrative fee of \$50, anyone contacting LRS can access a lawyer practicing in the area of his/her concern and get a half hour of legal advice free of charge. One lawyer, one-half hour, no cost at all.

What can it get us? Worst case, a half hour (or less) wasted with someone you would fantasize would end up being represented by a colleague you really don't like. Best case, you might end up with a new client, and a good or better than good case.

Cost? One half hour. Benefit? Even in the worst case, you will have given something to the community.

Worth it? We have quite a few attorneys who think so. But we are also anxious to add new panel members. The attorneys on the LRS panels are carefully screened on an annual basis by the LRS committee. We review all of the applications, renewals and new, and approve most, reject some, and send back several for clarification or more information. Each applicant attorney must maintain an office in Marin County, meet certain MCLE requirements, carry malpractice insurance, and have experience in the field for which panel he or she applies. When a client meets with an LRS attorney, that client can be assured that the attorney is well equipped to offer good advice and assistance.

If you are interested, we are interested. Call 499-1813 for an application, or for further information.

(Coverage Following Dissolution, continued from page 8.)

The decision in *Kwok* is not without precedent. In a 2003 unpublished case, *Gray v. First American Title Ins. Co.*, 2003 Cal. App. Unpub. LEXIS 1163 (California Unpublished Opinions 2003), the court held that when individuals acquired and insured real property in their individual capacity and later conveyed the property to a partnership in which they held a substantial interest, coverage under the policy of title insurance terminated upon the transfer. Similar holdings were also reached in *Stevens v. Dakota Title & Escrow Co.*, 2004 Neb. App. LEXIS 298 (Neb. Ct. App. Oct. 26, 2004) (transfer by individuals into a wholly owned corporation); *Butera v. Attorneys' Title Guar. Fund, Inc.*, 321 Ill. App. 3d 601 (Ill. App. Ct. 1st Dist. 2001) (transfer from a trust to a wholly owned corporation and then to the sole shareholders of the corporation who were the beneficiaries under the original trust); *Gebhardt Family Inv., L.L.C. v. Nations Title Ins. of N.Y., Inc.*, 132 Md. App. 457 (Md. Ct. Spec. App. 2000) (transfer for estate planning purposes by individuals into a limited liability company); and *Pioneer Nat'l Title Ins. Co. v. Child, Inc.*, 401 A.2d 68 (Del. 1979) (a case alleging attorney malpractice and breach of a title insurance policy, where counsel for the insured vested and insured title in an unqualified corporation and subsequently corrected the error by transferring the property to the taxpayers who subsequently conveyed into a tax-qualified corporation).

Avoiding the Problem

The Kwoks, for a nominal fee, could have easily avoided the loss of their title coverage. At the time of transfer of their property to their trust, the Kwoks could have obtained from their title insurer an Additional Insured Endorsement (CLTA Form No. 107.9 or 107.10) which would have expressly acknowledged the Kwoks, as trustees, as being insureds under the existing policy. Alternatively, the Kwoks could have preserved their coverage as insureds "by operation of law" by first conveying their membership interests to themselves as trustees of their trust, followed by a dissolution of the limited liability company. (See, *Historic Smithville Dev. Co. v. Chelsea Title & Guaranty Co.*, 184 N.J. Super. 282 (Ch. Div. 1981)) An unanswered question is whether coverage would have been preserved (or restored) had the Kwoks revoked their dissolution of the limited liability company under California Corporations Code Section 17357, filed a certificate of continuation (LLC-8 Form) with the Secretary of State, and then conveyed the property back to the limited liability company pending resolution of the lawsuit to enforce the easement.

While some of these "affiliated transfer" issues have

been resolved by the expanded definition of "Insured" in the ALTA 2006 Owners Policy, the *Kwok* case highlights the need to carefully review title policies and consider the impact of transferring ownership within a family group or group of affiliated entities.

**Scott D. Rogers is a senior partner in the Real Estate, Development, Land Use and Finance Group of Holme Roberts & Owen LLP. Resident in the firm's San Francisco office, his practice focuses on the representation of institutional and private real estate investors in all aspects of real estate equity and finance transactions. Mr. Rogers obtained his BA in Economics from U.C. Irvine and his J.D. and M.B.A. from UCLA. He is the chair of the Executive Committee of the Real Property Section of the State Bar of California. Dena M. Cruz is Senior Counsel in the Real Estate, Development, Land Use and Finance Group of Holme Roberts & Owen LLP. Resident in the firm's San Francisco office, her practice focuses on transactional real estate matters and litigation involving commercial real estate. Ms. Cruz is the president of the San Francisco Chapter of Commercial Real Estate Women (CREW).*

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References available upon request.

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DID YOU KNOW?

INTERESTING FACTS COMPILED ON A NOT SO NORMAL WORKDAY

By Michael J. Fish

WARNING: *Believe at your own risk. The accuracy of this information has not been verified and it is not guaranteed except to put a smile on your face.*

- In the 1400's a law was set forth in England that a man was allowed to beat his wife with a stick no thicker than his thumb. Hence we have "the rule of thumb."
- Many years ago in Scotland, a new game was invented. It was ruled 'Gentlemen Only...Ladies Forbidden'... and thus, the word GOLF entered into the English language.
- The first couple to be shown in bed together on prime time TV was Fred and Wilma Flintstone.
- Men can read smaller print than women can; women can hear better.
- It is impossible to lick your elbow.
- The State with the highest percentage of people who walk to work: Alaska
- The percentage of Africa that is wilderness: 28% (now get this....)
- The percentage of North America that is wilderness: 38% (can you believe it?)
- The cost of raising a medium-size dog to the age of eleven: \$ 16,400
- The average number of people airborne over the U.S. . . . In any given hour: 61,000
- The first novel ever written on a typewriter: Tom Sawyer.
- The San Francisco Cable cars are the only mobile National Monuments.
- If a statue in the park of a person on a horse has both front legs in the air, the person died in battle. If the horse has one front leg in the air, the person died because of wounds received in battle. If the horse has all four legs on the ground, the person died of natural causes.
- Only two people signed the Declaration of Independence on July 4, John Hancock and Charles Thomson. Most of the rest signed on August 2, but the last signature wasn't added until 5 years later.
- Q. Half of all Americans live within 50 miles of what?
A. Their birthplace
- Q. What do bulletproof vests, fire escapes, windshield wipers and laser printers have in common?
A. All were invented by women.

- Q. What is the only food that doesn't spoil?
A. Honey
- In Shakespeare's time, mattresses were secured on bed frames by ropes. When you pulled on the ropes, the mattress tightened, making the bed firmer to sleep on. Hence the phrase... 'Goodnight, sleep tight'
- It was the accepted practice in Babylon 4,000 years ago that for a month after the wedding, the bride's father would supply his son-in-law with all the mead he could drink. Mead is a honey beer and because their calendar was lunar based, this period was called the honey month, which we know today as the honeymoon.
- In English pubs, ale is ordered by pints and quarts... So in old England, when customers got unruly, the bartender would yell at them "Mind your pints and quarts, and settle down." It's where we get the phrase "mind your P's and Q's."
- Many years ago in England, pub frequenters had a whistle baked into the rim, or handle, of their ceramic cups. When they needed a refill, they used the whistle to get some service. 'Wet your whistle' is the phrase inspired by this practice.
- At least 75% of people who read this will try to lick their elbow!
- Don't delete this just because it looks weird. Believe it or not, you can read it:

I cdnuolt blveiee taht I cluod aulacly uesdnatnrd waht I was rdanieg. The phaonmneal pweor of the hmuan mnid. Aoccdrnig to rschearch at Cmabrigde Uinervtisy, it deosn't mttae in waht oredr th e ltteers in a wrod are, the olny iprmoatnt tihng is taht the frist and lsat ltteer be in the rghit pclae. The rset can be a taotl mses and you can sitll raed it wouthit a porbelm. Tihs is bcuseae the huamn mnid deos not raed ervey lteter by istlef, but the wrod as a wlohe. Amzanig huh?



MISSION STATEMENT OF THE MARIN COUNTY BAR ASSOCIATION

To involve, encourage, and support bar association members, to serve as a liaison to the Marin County courts, and to educate the community and enhance access to legal services.

DETAILS FOR CALENDAR

April 15th

ADR Section Meeting

Speaker: Judge Ron Greenberg, presenting
"Through A Mediator's Lens"

The luncheon provides attendees with an interesting presentation involving alternative dispute resolution topics and (1) hour of MCLE credit.

Location: Seafood Peddler

12 – 1:30 pm

For questions contact The Law Office of Robert B. Ingram at (415) 499-0800 or hannahleigh@ingramlawoffices.com.

April 15th

Probate & Estate Planning Section Meeting

Speaker: Bob Lew

Topic: Update on Changes in the Marketplace Affecting Insurance Coverage

Location: The Rafael Corporate Center,

750 Lindaro, San Rafael

12 – 1:30 pm

April 16th

Real Property Section Meeting

Topic: Contemporary Real Property Assessment Perspectives

Speaker: Rich Benson, Assistant Assessor Valuation Marin County Assessor-Recorder's Office

Location: Seafood Peddler

12 – 1:30 pm

For more information and to sign up, contact section co-chair Paul Smith at psmith@marinlaw.com or (415) 456-4000.

April 20th

Probate & Trusts Mentor Group

An informal forum to further discuss issues addressed at the monthly estate planning section meetings or any other issues. Bring your lunch and interesting estate planning/trust administration/probate issues to discuss, and snacks will be provided.

Location: 802 B Street, San Rafael

12-1:30 pm

Parking is available in the City of San Rafael parking lot on B Street south of 4th Street.

MARIN COUNTY LEGAL PROFESSIONALS ASSOCIATION

A professional organization for legal assistants

NEXT MEETING:

Thursday, April 9,

6 pm,

Café Arrivederci

11 G Street, San Rafael

TOPIC:

VOTING! 2009/2010 slate of officers & budget

RSVP/INFO:

Kristi L. Edwards, CCLS, 491-5000,

kledwards@justice.com

TIP OF THE MONTH:

The figures on an estate accounting presented to the court are called charges, because the fiduciary is 'charged' with responsibility for those amounts and gets credit for his/her actions and the results!

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- Personal Injury
- Professional Liability
- Insurance
- Product Liability
- Wills and Trusts
- General and Toxic Torts

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