

# AT ISSUE

A STONE, ROSENBLATT & CHA PUBLICATION

SUMMER 2011

## In This ISSUE

- Legally Speaking | 2
- Editor's Notes | 2
- General Counsel Corner | 3
- Profiles | 3
- Employment & HR | 4
- Insurance | 5
- Intellectual Property | 6
- Of Interest | 7
- News & Events | 8



## BIG BUSINESSES DODGE BIG BULLET LARGEST CERTIFIED EMPLOYMENT CLASS ACTION DERAILED

By: Robyn M. McKibbin, Esq.

The U.S. Supreme Court reversed the Ninth Circuit Court of Appeals' decision in *Wal-Mart Stores, Inc. v. Dukes*, which, if allowed to continue, would have been the largest employment class action in history. The case, filed in June 2001, originated as a sex discrimination case by Wal-Mart employee Betty Dukes and some other female employees, and grew into a class action case with 1.5 million plaintiffs. The complaint alleged that female Wal-Mart employees are paid less than men in comparable positions, are denied or delayed in receiving promotions in a disproportionate manner when compared with similarly situated men, work in an environment with a strong culture of discrimination, and are subjected to various individual sexist acts. Based on the Supreme Court's decision, each plaintiff must now prosecute her own action against Wal-Mart. This case has received significant press and was watched by all from both the plaintiff's bar and the corporate world.

This decision carries important ramifications not only for large employers like Wal-Mart,

but for any company targeted by class action complaints, as the class certification decision is a "make or break" time for a case's survival. Failure to obtain certification is the death knell of a case, and, conversely, certification puts enormous pressure on a defendant to settle, regardless of the case's merit.

The Supreme Court ruled that the proposed class in *Dukes* would have lowered the burden on plaintiffs to show that they were victims of intentional, institutionalized discrimination and restricted Wal-Mart's right to present individualized defenses for the numerous and varied claims. Most particular to practitioners, the Court found that the certification of the class by the district court, affirmed by a divided Ninth Circuit, was not consistent with Federal Rule of Civil Procedure Rule 23(a) (2), which requires a party seeking class certification to prove that the class has common "questions of law or fact." The commonality issue was discussed at length. Wal-Mart operates four types of retail stores throughout

CONTINUED ON PAGE 4

Please visit us  
on the web at:  
[www.srclaw.com](http://www.srclaw.com)



Find us on  
Facebook!

STONE, ROSENBLATT & CHA  
21550 Oxnard Street  
Main Plaza, Suite 200  
Woodland Hills, California 91367  
telephone: (818) 999-2232



**BY: IRA H. ROSENBLATT, ESQ.**

**Q: My company develops and manufactures various lines of product in the health and beauty industry. We recently contracted to develop a new exclusive line for a well known retailer. After investing a significant amount of resources (including hundreds of thousands of dollars), just prior to launch, the retailer notified us that they were dropping the line. They didn't provide any specific grounds, other than that they were not happy with some of the other retailers with whom we had recently reached agreements regarding different lines. The retailer stated that since our agreement is silent as to the duration of our commitment, they can terminate at their leisure. This doesn't seem fair. Do we have any recourse?**

**A:** I'm sorry to hear of this unfortunate development. Although hindsight is 20/20, next time, I suggest that you negotiate certain contract terms to include in your next supply agreement (e.g. perhaps a minimum initial term, renewal term options, minimum notice provisions regarding non-renewal or termination, to name a few). Assuming your current contract does not address any of these provisions, you may still have some recourse.

All contracts in California, as a matter of law, are found to include a covenant of good faith and fair dealing ("covenant" is just a fancy legal word for promise). This covenant implies a promise that each party will refrain from doing anything which would render performance impossible, or otherwise interfere with the right of the other to receive the benefits of the agreement. A breach of this covenant by failure to deal fairly or in good faith gives rise to an action for damages.

Depending on the facts and circumstances surrounding your negotiations, and the parties' intent, it is possible that the retailer breached this covenant by abruptly terminating your agreement. Often, when contracts are silent as to term (as yours is here), the court will imply a reasonable term of duration "commensurate with the intentions of the parties...." Thus, it is important to evaluate the course of the parties' negotiations, projections, amount of up-front investment, and other factors to determine what the parties' intentions were going into the relationship in terms of duration. For example, I would expect that the parties exchanged projections and budgets speaking to launch, first year sales totals, second year sales totals, and perhaps beyond. If so, especially in light of the hundreds of thousands of dollars you refer to above, a court may very well determine that the parties' intentions were to give this line a chance to hit the projected sales figures the parties inevitably discussed during their negotiations. Certainly, your company wouldn't have invested hundreds of thousands of dollars into a line designed exclusively for this retailer if you had reason to believe they could terminate the line before launch for grounds that have nothing to do with the responsibility of the parties under the agreement. Though they might not realize it, your retailer "partner" may have breached the covenant of good faith and fair dealing, since their decision to abruptly terminate deprived your company of its opportunity to enjoy the benefits of the agreement. The nature and extent of available legal remedies will turn on far more facts and circumstances than your question contains. I encourage you to consult with a lawyer practicing business litigation.

# EDITOR'S NOTES

We are pleased to provide you with our Summer 2011 Edition of *At Issue*. *At Issue* is an in-house Stone, Rosenblatt & Cha publication comprised entirely of original material researched and authored by our attorneys, clerks, staff, friends (and sometimes even our clients). Our publication is designed to inform, educate, and entertain. As always, we welcome your comments and suggestions. Please feel free to contact us regarding any topics you would like to see addressed in future editions at [Editor@srclaw.com](mailto:Editor@srclaw.com). Thank you.

## WHO WE ARE...

Stone, Rosenblatt & Cha, based in Southern California, is an award winning business law firm serving our clients' litigation and transactional needs. The firm enjoys the highest available rating ("AV") from Martindale-Hubbell (the legal industry bench-mark) for both legal ability and ethics, and is listed in Martindale-Hubbell's National Bar Register of Preeminent Lawyers. Our clients are successful businesses, entrepreneurs, artists, and high net-worth individuals.

## WHAT WE DO...

*"We help our clients define, and ultimately achieve, their strategic and financial objectives. We fulfill our Mission by delivering more than just quality legal services — we deliver solutions."* Ira Rosenblatt, Managing Director.

## QUESTIONS OR COMMENTS

regarding *At Issue* should be directed to:

AT ISSUE

STONE | ROSENBLATT | CHA

21550 Oxnard Street, Main Plaza, Suite 200  
Woodland Hills, CA 91367

Email: [Editor@srclaw.com](mailto:Editor@srclaw.com)

©2011 STONE | ROSENBLATT | CHA. All Rights Reserved.



## IF MY CLIENT DID NOT KNOW... YOU MUST LET HER GO!

By: Gregory E. Stone, Esq.

On rare occasions, under unique circumstances, I find myself handling criminal matters. This one is worth a brief mention. It was the accuracy of the quote above that resulted in a dismissal of misdemeanor criminal charges against an SRC client for her possession of what was deemed a concealed, deadly weapon.

Before her arrest, the client had recently undergone hip surgery. She was traveling and needed a cane to assist her so it made sense that she use the handsome, decorative cane that she had hanging on her living room wall for several years. The cane was given to her by a dignitary from another country and, while it served as an attractive art piece for many years, it now had some additional utility for which it was designed ~ to assist her walking.

After passing through the checkpoint system at the airport on her way to Las Vegas, to her surprise, she was abruptly apprehended by law enforcement and taken to a special interrogation room. After being interviewed, she realized she was

being charged with possession of a deadly weapon. Specifically, unbeknownst to her, the cane she had hanging on her wall for so many years was actually a cane sword with a 19 inch, extremely sharp, potentially deadly blade buried inside. The cane was confiscated and she was charged with a misdemeanor.

Interestingly, this must not be an isolated offense because the California Penal Code specifically makes it a crime to possess "... any cane sword." Although the statute is a little vague on the proof requirement, there is case law on point addressing the prosecutor's burden in proving such a case. Specifically, the prosecutor must prove the defendant knew the cane had a sword inside. This means the defendant does not have to prove she did not know. On the contrary, the prosecutor has to actually convince a jury that SRC's client knew there was a sword concealed inside the cane. In reality, ignorance is in fact a defense to these charges. Therefore, given the fact a defendant cannot be compelled to testify against herself (i.e., 5th amendment) it



becomes a very difficult burden for the prosecutor to meet.

After cornering the prosecutor following several court appearances and finally convincing him to read the case law, he at last acknowledged he had some serious hurdles in order to prove the People's case. I advised him SRC's client would probably not testify and I offered a preview of my closing argument should he insist on going to trial: *"Ladies and Gentlemen of the jury...If my client did not know...you must let my People go!"* He rolled his eyes and then agreed to dismiss the misdemeanor charges. Case closed.



Norma Martinez with Frank Torres

### ◀ PROFILE: NORMA MARTINEZ

Norma Martinez is a Legal Assistant at SRC with over 15 years of civil litigation experience. Over the course of her career, she has assisted lawyers in the personal injury and construction defect areas of law. Norma has been with SRC's Litigation team for over three years.

Norma enjoys the outdoors, such as hiking with her three beautiful Labrador Retrievers, Tiger, Bella, and Mikey, and camping with her family and friends. Her favorite Mexican dish is her Mother's famous traditional "Tamales con Chile Rojo" made for the Christmas holiday.



Dora Melendez's newborn baby, Noemi (born Friday, 6/10/11)

### ◀ PROFILE: DORA MELENDEZ

Dora Melendez is a Legal Assistant with over 15 years of civil litigation experience. Dora joined SRC in December 2005 and has worked primarily with Greg Stone. As an integral part of Greg's litigation team, Dora often supports one or more litigation associates at any given time.

In Dora's free time, she enjoys traveling, cooking, music, and movies. She especially enjoys spending time with her friends and family. Dora's family recently expanded. Dora, her husband, Josue, and daughter, Rebecca, welcomed a new baby girl, Noemi, into their family on June 10, 2011. Congratulations Dora!

# SUPER LAWYERS BUSINESS EDITION

We are pleased to announce that **Ira Rosenblatt, John Cha, Adam Soibelman, and Kristi Dean** were selected to appear in the new *Super Lawyers Business Edition*. The new *Super Lawyers Business Edition* is a publication that features attorneys selected in 2010 to the *Super Lawyers* list from 29 specific business practice areas. The *Business Edition* will be sent in September to more than 40,000 in-house counsel and to presidents and CEOs of Fortune 1000 companies.

*Super Lawyers'* attorneys are selected through a nomination, general survey, and research process after which they are finally ranked on a point scale. No more than 2.5 percent of the lawyers in the state are named Super Lawyers.

## RISING STARS



Stone Rosenblatt & Cha is pleased to announce that **Robin McConnell** and **Venessa Martinez** again have been named Rising Stars by Law and Politics magazine, and will be included in the 2011 edition of Law & Politics' *Southern California Super Lawyers – Rising Stars Edition*. For recognition as a Rising Star, attorneys are selected based upon evidence of peer recognition and professional achievement. Attorneys from firms of all sizes were considered, as well as attorneys in private practice, prosecutors, in-house counsel, and public service lawyers.

Those selected are considered the best attorneys of those 40 years or younger or have been practicing 10 years or less. Only 2.5 percent of Southern California attorneys are named Rising Stars.

This marks the fourth consecutive year Robin has been selected for this honor and the third consecutive year Venessa has been selected for this honor.



# CALIFORNIA IS JUST DIFFERENT

By: **Robyn McKibbin, Esq.**

Keeping up with federal employment laws is relatively straightforward but California employment laws are another matter. California employers must adhere to California law. Be aware of the following differences:

### Wage & Hour

CA has daily overtime laws. Federal law requires overtime for more than 40 hours/week, not daily.

Under the federal Fair Labor Standards Act, back pay may be awarded only for a period of two years before the filing of a claim or three years for willful violations. CA may award back pay for three or four years before the date of filing.

Unlike CA, federal law does not regulate meal and rest breaks.

### Discrimination Laws

CA's Fair Employment and Housing Act ("FEHA") applies to companies with five or more employees. The federal Title VII of the Civil Rights Act of 1964 ("Title VII") and Americans with Disabilities Act ("ADA") apply to companies with 15 or more employees.

Title VII prohibits discrimination based on race, color, religion, sex or national origin. CA protects these categories, as well as a person's marital status, and sexual and gender identity.

For purposes of harassment claims, FEHA protects independent contractors. Federal law



only applies to employees. FEHA also requires employers to distribute an information sheet regarding sexual harassment.

In CA, the definition of what constitutes a disability is a physical or mental medical condition that limits a major life activity. Under the ADA, the condition must "substantially" limit a major life activity.

FEHA allows for the recovery of unlimited compensatory and punitive damages. Title VII's damages are limited.

Employers must comply with both federal and state employment laws. When a conflict exists, the law establishing the higher standard, i.e., the more favorable to the employee, applies.

### CONTINUED FROM COVER

the country: Discount Stores, Supercenters, Neighborhood Markets, and Sam's Clubs. In all, Wal-Mart operates approximately 3,400 stores. Each store has between 40 and 53 separate departments and 80 to 500 salaried and hourly staff positions.

The plaintiffs relied on statistical and anecdotal evidence that showed "significant disparities" between men and women at Wal-Mart which "can be explained only by gender discrimination."

The crux of the discrimination inquiry under Title VII is the reason for a particular employment decision. "Without some glue holding together the alleged reasons for

those decisions," the Court stated in its summary argument, "it will be impossible to say that examination of all the class members' claims will produce a common answer to the crucial discrimination question." The Court also held that the plaintiffs' back pay claims were improperly certified under Rule 23(b)(2).

The decision has far-reaching implications for both Title VII class actions and for class actions in general. Had the Supreme Court ruled differently, or had it declined to review the Ninth Circuit's ruling, the existing Ninth Circuit ruling could have dramatically expanded the circumstances in which class certification is appropriate.



## NEW HOMEOWNERS INSURANCE VALUATION REGULATIONS PLACE ADDITIONAL CE REQUIREMENTS UPON INSURANCE AGENTS AND BROKERS

By: Kristi Dean, Esq.

The California legislature recently passed new regulations concerning homeowners insurance relating to valuation of residential property. These regulations create new duties, impose additional standards, and establish a new "unfair trade practice" basis to assert claims against insurance companies selling homeowners insurance in California. These regulations are in response to the perceived systemic problem of under-insurance after the recent wildfires. Effective July 1, 2011, the new law requires that (1) carriers and producers use a particular formula for valuation, (2) utilize a new disclosure form when presenting policies to the policyholders, (3) provide the consumer with a bill of rights with every newly-issued residential insurance policy, and (4) provide the bill of rights every other year upon renewal. Most problematic for the personal lines insurance industry, the regulations appear somewhat inconsistent with the body of case law such as *Everett v. State Farm*, which has traditionally held that it is up to the policyholder, not the insurer or the producer, to determine

whether he/she has sufficient coverage for his/her needs.

The new regulations require that replacement cost valuation be formulated in a particular way. The regulations may require some insurers to make systemic changes. Companies that provide estimating tools to insurers may have to revise their systems to conform to the regulations' estimating approach. Remarkably, the required formula appears to emulate an out-dated version of the Marshal & Swift/Boeckh estimating tool and restricts deviating from that formula. An insurer that communicates a replacement cost estimate without complying with the strict standards set forth in the regulations is guilty of an unfair and deceptive practice under *Insurance Code* section 790.03.

The new duties upon retail and wholesale insurance producers are also significant. Insurance producers are expected to have "basic" knowledge of the property value

for which insurance is being requested, know the valuation principles and methods, recognize other factors influencing the replacement cost, and understand the process used in determining the value of an insured's property. Before placing policies, any licensee who intends to counsel and place homeowners' coverage is obligated to attend three hours of continuing education on valuation issues before June 27, 2011.

On June 8, 2011, the Association of California Insurance Companies and Personal Insurance Federation of California filed suit against the California Department of Insurance, alleging that the Commissioner exceeded his statutory authority and acted inconsistently with the state and federal constitutions in adopting these new regulations. The complaint alleges that the Department is attempting to regulate the underwriting of insurance policies which overreaches the Department's authority.



## INSURANCE APPRAISAL WHEN ALL ELSE FAILS

By: Leslie A. Blozan, Esq.

Unfortunately, everyone experiences a property loss of some type, whether it be fire, theft, or vandalism. In both business and personal settings, insurance usually covers these losses. It is not unusual, however, for a dispute to arise over the value of the damaged property. Before considering litigation, an insured should explore the option of "loss appraisal."

All insurance policies that cover fire loss have a mandatory appraisal provision. (*Insurance Code* § 2071.) Many business coverages, such as loss of business income, also provide for an appraisal process, which is designed to be fast, cost effective, and informal. It may, but need not, involve lawyers. Each side bears its own appraisal costs.

The purpose of insurance appraisal is to determine the value of the property claimed to be damaged. Actual cash value, or fair

market value of the item, is determined. If the policy provides for replacement cost coverage, that amount will be determined as well. If there is Code upgrade coverage, the amount of damage attributable to Code upgrades can be determined in appraisal.

Other aspects of a loss can be appraised, depending on the particular policy. Examples include loss of business income; reasonable time required to repair the loss; and the amount of the loss attributable to mold, asbestos, lead or contaminants.

Appraisal is not limited to structural damage. It can apply to damaged or stolen business inventory or equipment, personal property such as fine art and jewelry, and also to the value of a vehicle. If the policy provides fire coverage, the right to appraisal is guaranteed by statute. If other coverage is involved, the right is controlled by the policy terms.

There are some issues that cannot be

considered in appraisal. Questions of causation, coverage, application of exclusions, or anything apart from value cannot be determined. These issues are for the courts to decide.

To start the appraisal process, the insured only needs to ask for it and designate an appraiser. The appraiser should be familiar with the type of property involved in the claim and values for that property. The insurer will designate its own appraiser and the two appraisers will meet to discuss their differences. If they cannot agree, they then select a neutral umpire. The areas of disagreement are submitted to the umpire, and the three parties conduct an informal hearing. An award is issued and the parties are bound by that award. Depending on the nature of the loss, appraisal can be a relatively simple way of resolving an insurance dispute where the only real issue is how much the insurance company owes for the loss.



## GOOGLE ADWORDS PAVES THE WAY FOR NEW TRADEMARK RULES

By: Mishawn L. Nolan, Esq.

The Ninth Circuit Court of Appeals has recently made it easier to use a third party's trademark to increase your search engine ranking results and potentially drive traffic to your website. Until recently, using proprietary terms in competitive keyword advertising has been an unsettled area of law. Trademark owners have claimed that this practice constitutes an unfair attempt to capitalize on their hard-earned brand equity by confusing and diverting web users to rival websites. Advertisers have argued that it is legitimate comparative advertising. The court has now provided guidance on acceptable competitive keyword advertising.

In **Network Automation, Inc. v. Advanced System Concepts, Inc.**, (9th Cir. March 8, 2011), the parties developed software job scheduling and management software for businesses. Network Automation, Inc. ("Network"), sold software under its AUTOMATE trademark and Advanced Systems Concepts, Inc. ("Systems"), sold competitive software under the federally-registered trademark ACTIVEBATCH. Network decided to use System's trademark ACTIVEBATCH to advertise its products through Google AdWords and Bing and purchased System's trademark as a keyword. When a user entered System's trademark ACTIVEBATCH into the search engine, Network's website, [www.NetworkAutomation.com](http://www.NetworkAutomation.com), would appear as a sponsored link. Systems objected to Network's use of its trademark, and Network filed for a declaratory judgment that its purchase of ACTIVEBATCH as a keyword did not constitute trademark infringement. In the lower court, Systems prevailed. However, Network appealed,

and the Ninth Circuit held that trademark-triggered keyword advertising is not, by its nature, a deceptive or infringing activity, and that it can be accomplished in a manner that is not likely to confuse consumers.

The court held that likelihood of confusion requires deception and not just diversion and that the mere use of keyword advertising with a competitor's brand is not deceptive. The court reasoned that (a) internet users are highly sophisticated and familiar with search techniques and search engine results, (b) consumers would not be deceived by keyword ads on search result pages for a variety of reasons, including that the advertisements appear in a separate section of the Google and Bing search result pages under the title "sponsored links" or "sponsored sites" and (c) the advertisement did not contain the trademark.

This ruling will have a significant impact on how trademark holders protect their intellectual property. This case materially limits trademark holders' ability to challenge competitors who use the trademark holders' marks as "keywords" in search engine advertising programs. Trademark owners wishing to challenge the practice of trademark-triggered keyword advertising are going to be hard-pressed to develop convincing evidence of likelihood of confusion in all but the most egregious situations. Advertisers and search engines will argue that consumers are accustomed to seeing these ads, and understand well that such sponsored links very often do not originate from the trademark owner.



The ruling is also significant for search engines. It provides a significant boost to keyword advertising because it strongly implies that the use of others' trademarks in programs such as Google AdWords and Microsoft Bing search ads is not inherently deceptive or likely to cause consumer confusion.

This is not a settled area of law and some keyword advertising will be considered deceptive and constitute trademark infringement. In the Network Automation case, one of the important factors for not finding liability was that Network's sponsored ads did not contain the ACTIVEBATCH trademark in their title or text. This holding suggests that those purchasing keywords should ensure that any resultant links appear in a separate area of the results page, that the competitor's mark not appear in the text of the ad, and that the owner of the advertisement be clearly defined.

Also, please note that this case addresses keyword advertising and not search engine optimization specifically. Although the case will likely have an impact on the use of metatags and hidden text to increase search engine rankings, this case deals specifically with sponsored links.

This is a very complicated area of law and you should consult your attorney before using a registered trademark of another to promote your business. However, it is important to know that there are now non-deceptive ways to use keyword advertising.

## WHAT BUSINESSES CAN LEARN FROM THE FIRST TWITTER LAWSUIT

By: Mishawn L. Nolan, Esq.

The first Twitter lawsuit is a great example of what not to do if your company has received negative tweeting. It is very likely that eventually, you will receive a negative posting about your business. Filing a lawsuit for defamation is rarely the best course of action because Twitter defamation claims are extremely difficult to prove and the damage caused by the exposure of the lawsuit will likely be more detrimental than the original negative posting. In the first Twitter lawsuit, Horizon Group Management, LLC, filed a defamation lawsuit against a tenant that tweeted to her 20 followers, "Who said sleeping in a moldy

apartment was bad for you? Horizon really thinks its okay." Horizon mistakenly tried to mend its reputation by suing the disgruntled customer. The result was magnifying its negative exposure exponentially. It is very important for businesses not to overreact to uncomplimentary social media postings because they will likely only make matters worse. In the end, Horizon's lawsuit was thrown out after the judge found that tweet vague and lacking context. If you have been the victim of a negative social media posting, litigation should be your last resort.



## VIC'S PICKS

### YOUR GUIDE TO LOS ANGELES THIS SUMMER!

By: Victoria Cantore, Esq.

**WATCH:** With the arrival of Memorial Day came the annual onslaught of summer blockbusters! Here's a quick look at some of the more notable flicks coming out this summer:

**Harry Potter and the Deathly Hallows, Part 2.** Alas. After all the books were done, we could at least look forward to the movies. But now, that, too, must come to an end. Harry finally faces down Lord Voldemort. A dramatic battle at Hogwarts takes place. After 7 years, the question of whether good will triumph over evil is answered.

**Rise of the Planet of the Apes.** As it turns out, the demise of mankind (and not just the Academy Awards) is caused by none other than James Franco himself! Franco plays a scientist who, along with Freida Pinto, creates a strain of super-smart apes that take over the world.

**The Help.** Easy on the special effects, heavy on the Southern accents, and based on the Kathryn Stockett page-turner, *The Help* tells the story of an idealistic college graduate who, frustrated with witnessing the injustices suffered by African American domestic workers in 1960s Mississippi, compiles a book of their stories.

**DO: Tim Burton at the LACMA.** A retrospective exploring the full range of Tim Burton's creative work, both as a film director and as an artist, illustrator, photographer, and writer. The exhibition is a compilation of over 700 drawings, paintings, photographs, moving-image works, storyboards, puppets, concept artworks, and costumes. Top off your visit with a meal at **Ray's** or a drink at **Stark Bar**, LACMA's new dining options adjacent to Resnick Pavilion. Named for the famed film producer known for such works as *Funny Girl* and *Steel Magnolia*, Ray's offers a bold farm-to-table menu based on seasonal local ingredients.

**LISTEN: Concerts on the Green,** Warner Center Park. The Valley Cultural Center will host its 35th year of free concerts in Warner Center Park on Sundays during the summer. Highlights include the Preservation Hall Jazz Band (June 26); *Ticket to Ride*, a tribute to the Beatles (July 24); and *Bruce in the USA*, a tribute to Bruce Springsteen (July 31). Concerts are held every Sunday at 6 p.m.

**READ: "Bossypants" by Tina Fey.** Tina Fey, known for her roles on "Saturday Night Live"

and her dual roles as writer and star of NBC's Emmy-winning "30 Rock," proves herself as a compelling storyteller in this smart, funny, and impossible-to-put-down memoir. From the hilarious chapter dedicated to her imposing father to her stories about her experiences on Hollywood photo shoots ("Don't ever feel inadequate looking at magazines. Just remember every person you see on a cover has a bra and underwear hanging out a gaping hole in the back"), the book is everything a Fey fan could hope for.

**EAT: Ink.** Fans of *Top Chef*, rejoice! Season 6 winner Michael Voltaggio, best known for beating out his older brother Brian for the title, will unveil his highly anticipated restaurant, *Ink*, this July on trendy Melrose Ave. Formerly of *Bazaar* and the Michelin-rated Dining Room at the Langham in Pasadena, Voltaggio promises that his first solo effort will be chock full of his signature style and panache. Rumor has it that the menu will be composed of dishes meant for sharing and a chef's choice, or "omakase-style" experience, where guests have front-row seats to watch Voltaggio and his chefs prepare their entire meal.

**DRINK: Sangria Flora.** Here's a quick and easy recipe for a delicious summer treat:

- One 750-ml bottle Sauvignon Blanc
- 1 ½ cups St. Germain elderflower liqueur
- ¼ cup Cointreau
- 6 strawberries, sliced ¼ inch thick
- 6 raspberries
- 2 peaches, sliced ¼ inch thick
- 1 orange, thinly sliced crosswise
- 1 pound green and red grapes
- Ice

Combine all of the ingredients in a pitcher and let stand at room temperature for 3 hours, or cover and refrigerate overnight. Serve in wineglasses over ice.



## LAWYERS AND JUDGES GET BY WITH A LITTLE HELP FROM THEIR [MUSICAL] FRIENDS

University of Texas professor Alex Long conducted a study of song references in legal writings and found that Bob Dylan is the most often-quoted musician in legal opinions and briefs. The most popular Dylan lyrics came from such classics as "Chimes of Freedom," "Subterranean Homesick Blues," and "The Times They Are A-Changin'."

Here's a list of the top ten most frequently cited music artists in legal writing:

1 **Bob Dylan**

2 **The Beatles**

3 **Bruce Springsteen**

4 **Paul Simon**

5 **Woody Guthrie**

6 **Rolling Stones**

7 **Grateful Dead**

8 **Simon & Garfunkel**

9 **Joni Mitchell**

10 **R.E.M.**

Other artists narrowly missing the cut include Pink Floyd, Billy Joel, and Johnny Cash.

21550 Oxnard Street  
Main Plaza, Suite 200  
Woodland Hills, CA 91367

PRSR STD  
U.S. POSTAGE  
**PAID**  
MMP DIRECT

CALIFORNIA STATE BAR RULES REQUIRE THIS MATERIAL TO BE STAMPED "ADVERTISEMENT"

## NEWS & EVENTS

- Ira Rosenblatt, and a team of friends and colleagues, participated in the Pedal at the Pier. A physical philanthropic effort consisting of 100 stationary bikes on the Santa Monica Pier, with each team riding 100 miles to raise money for the Harold Robinson Foundation. The proceeds went to send inner-city children to camp in the Sierra Mountains. Nice work, Ira and Team!
- Adam Soibelman secured a favorable judgment in a real estate matter involving a dispute where the developer/seller refused to return buyer's deposit after not timely completing and delivering the home.
- On May 16, 2011, Kristi Dean was inducted to practice before the United States Supreme Court during an in-session hearing presided over by Justice Roberts. Kristi was one of twenty applicants inducted through the Council on Litigation Management, an insurance litigation organization of which Kristi is a member. Kristi is also a member of CLM's Insurance Bad Faith and Fraud committee.
- In May, Kristi Dean, with support from Mishawn Nolan, secured a favorable resolution of a complex litigation matter filed in U.S. District Court involving a dispute over software ownership and unfair competition claims between corporate shareholders.
- John Tamborelli was elected president of the Las Virgenes Educational Foundation, which promotes new technology in the classrooms, operates the district's accelerated summer school program, and provides grants and funding. Congratulations, John!
- Through targeted discovery and strategic use of a cross-complaint, Leslie Blozan was able to obtain the voluntary dismissal of a habitability suit in Contra Costa County.
- Venessa Martinez recently prevailed on an appeal. The Second Appellate District court affirmed the lower court's ruling granting defendant's Motion for Summary Judgment, finding that Plaintiff's claim could not survive the exclusive remedies of the Worker's Compensation Act.
- SRC congratulates Robin McConnell on her completion of a half-marathon and Shane Stone on his recent High School graduation.

Stone, Rosenblatt & Cha is a business law firm specializing in business transactions and litigation. We represent businesses and their owners in the areas of Litigation, Business Transactions, Entertainment, IP, and Employment.

"At Issue" is the newsletter of Stone, Rosenblatt & Cha and is comprised entirely of material researched, developed, and written by the attorneys, clerks, staff, and friends of the firm. The articles are of a general nature and are not intended to be interpreted as advice on specific legal issues. The mere receipt of the newsletter does not create an attorney-client relationship.

AT ISSUE  
STONE | ROSENBLATT | CHA  
21550 Oxnard Street  
Main Plaza, Suite 200  
Woodland Hills, CA 91367

Tel: (818) 999-2232  
Fax: (818) 999-2269

[www.srclaw.com](http://www.srclaw.com)