

ASSOCIATION OF BUSINESS TRIAL LAWYERS

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REPORT

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TENTATIVELY SPEAKING THE VALUE OF APPELLATE COURT TENTATIVE OPINIONS



Hon. Elizabeth A. Grimes Lawyers appearing in Los Angeles Superior Court have come to expect that judges will give tentative rulings before argument. In 2012, Division Eight of the Second Appellate District Court of Appeal launched an experimental process to provide summaries of our tentative opinions to counsel who request oral argument.

Those reading this article are familiar with the California requirement that appellate courts must dispose of cases by written opinion filed within 90 days of submission, which, as a practical matter, requires that we prepare draft opinions before oral argument. It often takes weeks to finalize an opinion. We would have to work in an environment of

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ONLINE “TERMS OF USE” AGREEMENTS: BROWSEWRAP VS. CLICKWRAP AGREEMENTS



Lisa Kim

Over the past decade, e-commerce sales have steadily grown such that, in August 2014, the U.S. Department of Commerce reported that they account for an estimated \$75 billion of U.S. retail sales.¹ In this growing online marketplace, companies often utilize “terms of use” or “terms of service” agreements that the companies intend to govern the relationship between the website owners and users. Often times these “terms of use” agreements include arbitration clauses, choice of law provisions, forum selection clauses, and class action waivers. As litigation related to online transactions grows, courts are faced with determining the validity of these



Sara Stratton

online “terms of use” agreements.

By way of background, online “terms of use” agreements generally come in two forms—“browsewrap” or “clickwrap” agreements. In a “browsewrap” agreement, the terms of use for a website or downloadable product are posted on the website, typically through a hyperlink at the bottom of the page. The website user impliedly agrees to the terms simply by using the website or by downloading the product. In contrast, a “clickwrap” agreement requires the website user to click on an “I agree” box to manifestly assent to the terms

¹ This number is adjusted for seasonal variation. See Press Release, U.S. Dept. of Commerce, “Quarter Retail E-Commerce Sales; 2nd Quarter 2014,” Aug. 15, 2014, available online at <https://www.census.gov/retail/>.

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ABTL CELEBRATES FOUR DECADES

A HISTORICAL AND SOMEWHAT HUMOROUS PERSPECTIVE FROM THE PRESIDENT



A gallon of gas cost 42 cents, the average home price in Los Angeles was \$40,000, and the Dow Jones Industrial Average closed at 616.

Pocket calculators were the hit of retail shelves, the 55-mph speed limit was imposed, “Killing Me Softly With His Song” won the Grammy, and *The Sting* beat out *American Graffiti* and *The Exorcist* for Best Picture.

And the Association of Business Trial Lawyers began with a “kickoff banquet” on December 3, 1973, and a second program on February 5, 1974. Both took place at the new “Regency Hyatt House Hotel” at 7th and Flower Streets in downtown Los Angeles.

A Star Is Born

It is hard to believe that initial audiences were thrilled. The first program was entitled “Obtaining and Retaining Jurisdiction Over Non-Residents,” and the second was “Effective Law and Motion Practice: Techniques, Motions to Strike, and Motions for Summary Judgment.” This was followed by a panel presentation on the new Federal Rules of Evidence, accompanied by a 250-page syllabus!

But the kickoff banquet was “deluged” with positive responses, and 400 trial lawyers attended from plaintiff and defense firms in Los Angeles, Beverly Hills and Century City. Perhaps they were enticed by the dinner cost of \$8.33 per person and the “beverage service at \$1.25 for bar brands and \$1.45 for name brands.” The final cost was the result of an extended negotiation with the hotel because “the price of beef has come down, [and] I think that they can accommodate us with one of their better steaks for [less than] \$10.00.”

Early Critical Reviews

While well received, these early programs did draw some constructive commentary, attributed to the fact that the ABTL “is still young and thus vulnerable to the dangers of infant mortality”: “Tuesday night’s discussion of [CCP] 437c illustrates the danger of developing big firm blinders in dealing with litigation problems. It is true that those who are generally defending rather than suing view the revisions to [CCP] 437c as a boon to litigants. Therefore, it was not surprising that the private panelists ignored the possible right to jury trial and denial of due process” Clearly, the need for the ABTL to respect both sides of the business bar was evident from the outset.

Another attendee reflected, “[T]he quality of the programs we have been having is a long way from being up to the standard that trial lawyers have a right to expect from other trial lawyers and judges. . . . I attribute

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ASSOCIATION OF BUSINESS TRIAL LAWYERS

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this to the format that has been followed, i.e., the 'panel' type presentation. . . . One making a presentation to a group of business trial lawyers should be called upon to do something more than merely read code sections with accompanying minimal comment." Certainly this is a programming lesson that still rings true today.

A Group By Any Other Name?

The name of this newly minted organization evolved from the following four recommendations: "(a) Business Litigation Association; (b) Business Trial Lawyers Association; (c) Commercial Advocates Association; and (d) Business Advocates Association." Association of *Business Trial Lawyers* eventually resonated.

The ABTL's intention to be dedicated to business disputes and trial work was reflected not only in its name, but also in its original mission (which holds true today): "The purposes of the Association include continuing legal education, dissemination of information of interest to those attorneys practicing business litigation, the advancement of the science of jurisprudence as it relates to trial advocacy, and the cultivation of social fellowship among its members."

The ABTL did not appeal to everyone. As one lawyerly soul put it, "It may understandably have escaped your notice that I haven't tried a lawsuit (with one unfortunate exception) for over five years. Therefore, my membership in the Association would not serve any useful purpose from my standpoint or that of the Association."

A Change In Venue

The origins of many of today's ABTL customs and practices are traced back to these early days – although 1974 does not seem that long ago for some of us. It did not take long for the ABTL to decide that an Annual Seminar was in order. The first two Annual Seminars were held at the "beautiful" La Costa Country Club near San Diego in October 1974 and 1975, with "enrollment limited to 160 registrants." "[T]he program has been scheduled to afford participants and their spouses ample opportunity to take advantage of golf, tennis, swimming, horseback riding, and the other recreational features available." Of particular interest, one early panel focused "on the use of computers in commercial litigation."

The Annual Seminar thankfully withstood a challenge shortly after the second La Costa outing, with the question being formally posed at a Board meeting: "Should the ABTL continue its practice of an annual seminar out-of-town or

should we go to some other form of continuing education?" The tradition prevailed, with the first ABTL Annual Seminar in Hawaii taking place in 1986.

Courting The Courts

A court liaison committee was an integral part of the ABTL from its inception. In 1975, the ABTL flexed its new muscle and passed a resolution urging "speedy approval by the national Congress of proposed salary increases for members of the Federal Judiciary," because salaries had not been increased since 1969, the cost of living had increased by 30% since that time, and "it is of paramount interest to all members of our society that we secure and retain qualified and competent individuals to serve" in light of the "the mounting load of cases of ever-increasing importance and complexity."

The concept of fostering communication between the bench and bar was considered from the outset. "A decision will have to be made as to the invited guests [at the first program]. I think the idea of having a number of judges there makes sense." The next year, the ABTL developed a plan for the screening of judicial candidates in order to create "a better opportunity for greater rapport with the judiciary." Soon thereafter, the Los Angeles Superior Court sought the ABTL's view of "setting up a special panel of judges to conduct settlement discussions in commercial litigation." Sound familiar to those who participated in this year's settlement program?

By 1975, the ABTL Board adopted a plan "to begin a regular newsletter for members" which "we will try to publish semi-monthly or perhaps even monthly." The first ABTL Report was born with its "Premiere Issue" in Fall 1975 with an article on why the Master Calendaring system was not a "cure-all," and a note that any "gripes" should be directed to the co-editors. Editorial comments to an early draft article were met with a refrain, "You really are a turkey" (albeit in jest).

Membership was always a critical component of the ABTL. Annual membership fees were set at \$10 per person initially, with each of 30 firms contributing \$100 to kick off the ABTL. From 67 initial members, ABTL membership reached an astounding 800 by the end of 1975 from Los Angeles, San Diego and Orange Counties.

Outside The Box

The ABTL's first outreach efforts to Northern California

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TO DEMUR OR NOT TO DEMUR: THAT IS THE QUESTION



Brian Kabateck

A Challenge from the Plaintiffs' Bar

In California's overburdened court system, efficient case and trial management procedures can go a long way to streamlining cases and alleviating the burden of too many cases and too few judges. The demurrer is grossly overused and perhaps should be jettisoned altogether. The value in challenging insufficient pleadings is not to be understated – there are certainly frivolous cases brought before the courts. However, the issues raised in many demurrers can be dealt with more expeditiously than through the demurrer, opposition, reply and hearing process, especially where hearing dates are at a premium.



Evan Zucker

A motion for judgment on the pleadings is an adequate motion for a defendant to challenge insufficient pleadings, but does not delay the filing of an answer. Elimination of a demurrer where there is a more efficient method could save the court time and save the parties money. For some, filing a demurrer has become a practice out of tradition or simply a reflex to any pleading filed, just another box to check on the litigation defense playbook. For example, it is a rare scenario in which a complaint filed on a judicial council form justifies a demurrer, and yet demurrers are often filed to these complaints, requiring the court to read briefing, engage a research clerk and hold a hearing. Similarly, minor pleading defects, which are easily and routinely cured with no material effect on the overall case, are common. These are the scenarios in which demurrers can be eliminated in favor of quicker alternatives.

We can look to the complex courts in Los Angeles for a successful model that could be expanded in an effort to deal with this issue. There, the judges recognize that many defects in the pleadings can be expeditiously identified and addressed by counsel with an informal discussion instead of exchanging briefing and holding a hearing months later. Before the parties can file a demurrer or an answer, the judges require the parties to meet and confer and attend an initial status conference to discuss potential grounds for a pleading challenge. During this initial status conference, the judge solicits any grounds for a proposed demurrer and, without making any ruling, questions the plaintiff about the issue or

a possible amendment. The hope is that these issues will be cured without the need for the demurrer and a formal hearing.

Through this informal process, the defendant gains an opportunity to informally but pointedly argue why a cause of action is deficient, a party should be dismissed, or certain prayers for relief should be removed. Plaintiff's counsel is then in a position to cure the pleadings, by either simple amendment or removal of parties, causes of action or prayers for relief, or perhaps dismissal of the entire action if that is warranted. If there is still an impasse and with the court's informal guidance the parties cannot agree on the pleadings, the parties are often asked to submit a two-page letter brief that outlines their positions. Often these letter briefs convince one side or the other to reconsider their position and amend the pleadings or forego the demurrer.

This scenario is especially useful in situations where the demurrer is based on technicalities. Another alternative is to allow individual judges to decide at the initial status conference whether he or she is amenable to a demurrer. In those instances where deficient pleadings can be easily cured, the parties and the court discuss the changes necessary and give the plaintiff an opportunity to expeditiously cure. These relatively simple issues are likely the most common pleading challenges (*i.e.*, joining improper parties; misnaming a particular business entity; failing to attach required documents like the contract in a breach action; failing to plead specificity in a fraud action or the required elements of a punitive damages claim, etc.). Since these common pleading challenges can be easily cured and the law applies a very low threshold with respect to the sufficiency of pleadings (*Longshore v. County of Ventura*, 25 Cal. 3d 14, 22 (1979)) and liberally grants leave to amend (*Kolani v. Gluska*, 64 Cal.App.4th 402, 411 (1998)), a large percentage of potential pleading disputes can be efficiently resolved through this informal process.

In sum, the parties to litigation should dedicate some time to informal discussions in the early stages to resolve simple issues that do not require formal judicial determinations which most often result in leave to amend anyway. By eliminating the need for demurrers on non-contentious issues, the parties will ultimately reduce the burden on the court's scarce judicial resources and save attorney time and client money.

Brian Kabateck is a consumer rights attorney and founder of Kabateck Brown Kellner LLP in Los Angeles.

Evan Zucker is an attorney at Kabateck Brown Kellner LLP in Los Angeles.

Editors' Note: The next issue of ABTL Report will feature a response from the defense perspective.

“Terms of Use” Agreements...continued from Page 1

and conditions of the website. There are also hybrid forms of these agreements.

In determining the enforceability of these “terms of use” agreements, courts have considered whether the user had “notice” of the terms of the agreement, and whether the user effectively agreed to those terms. In that regard, whether the terms of use were part of a browsewrap or a clickwrap agreement plays a large role.

The Second and Ninth Circuit Courts of Appeals have addressed this issue.

In *Specht v. Netscape Communications Corp.*, 306 F.3d 17 (2d Cir. 2002), plaintiffs acted on Netscape’s invitation to download free software available on Netscape’s webpage. Subsequently, plaintiffs sued Netscape alleging that Netscape violated two federal statutes by conducting electronic surveillance on plaintiffs’ online activities facilitated by the downloading of the software. *Id.* at 21. Netscape moved to compel arbitration on the ground the software’s license terms and conditions included an arbitration clause in the browsewrap agreement. But, plaintiffs would have had to scroll down on the computer screen below the download button to see the full license terms, which were available by a hyperlink. *Id.* at 23. And, plaintiffs were not required to expressly assent to the terms by clicking a button or checking a box in order to download the software.

The Second Circuit affirmed an order denying Netscape’s motion to compel plaintiffs to submit to binding arbitration. *Id.* at 35. In refusing to enforce the arbitration provision, the Second Circuit concluded that plaintiffs did not have adequate notice of the terms and conditions of the software license found on Netscape’s website. *Id.* at 30-32. As a result, the Court determined that plaintiffs did not have constructive notice of those terms. Accordingly, the Court reasoned that plaintiffs’ acts of downloading the software did not communicate assent to the contractual terms, including the arbitration clause. *Id.* at 29-30.

This past August, the Ninth Circuit also addressed the enforceability of online terms of use agreements in *Nguyen v. Barnes & Noble, Inc.*, 763 F.3d 1171 (9th Cir. 2014). In *Nguyen*, plaintiff brought a putative class action against Barnes & Noble after it had cancelled his purchase of two heavily discounted tablet computers during an online “fire sale.” Plaintiff alleged that Barnes & Noble engaged in deceptive business practices and false advertising in violation of California and New York law.

In affirming the district court’s order denying arbitration, the Ninth Circuit concluded that the plaintiff did not have constructive notice of the arbitration clause in its terms of use agreement, despite the fact that Barnes & Noble’s Terms of Use were available through a hyperlink at the bottom left of every page of its website (*i.e.*, as a browsewrap agreement) and was in proximity to relevant buttons the website user would have clicked on. *Id.* at 1177-79. The Ninth Circuit held that plaintiff had never been prompted to assent to the terms and the onus was on website owners to put users on notice of the terms to which they wish to bind consumers. The Court noted that this could have been done through a clickwrap agreement where the user affirmatively acknowledged the agreement by clicking on a button or checking a box. *Id.* at 1178-79. Indeed, the opinion expressly stated that had there been evidence of express assent, the outcome of the case may have been different. *Id.* at 1176.

District courts have ruled along similar lines, focusing on whether consumers had constructive notice of the terms of a browsewrap agreement and whether they had manifestly indicated that they agreed to the terms of use. *See, e.g., In re Zappos.com*, 893 F.Supp.2d 1058, 1064 (D. Nev. 2012) (terms of use unenforceable because terms were “inconspicuous, buried in the middle to bottom of every Zappos.com webpage among many other links, and the website never direct[ed] user to the Terms of Use”); *Van Tassell v. United Mktg. Grp., LLC*, 795 F.Supp.2d 770, 790 (N.D. Ill. 2011) (refusing to enforce arbitration clause in browsewrap agreement that was only noticeable after a “multi-step process” of clicking through non-obvious links); *Hines v. Overstock, Inc.*, 668 F.Supp.2d 362, 366-67 (E.D.N.Y. 2009) (plaintiff “could not even see the link to [the terms and conditions] without scrolling down to the bottom of the screen—an action that was not required to effectuate her purchase”); *but see Fteja v. Facebook*, 841 F.Supp.2d 829 (S.D.N.Y. 2012) (forum selection clause in hybrid terms of use agreement enforceable because user manifestly assented to terms by clicking on “Sign Up” button acknowledging that he had read and agreed to terms of service).

In light of these decisions, website owners seeking to enforce their “terms of use” agreements should consider utilizing the following best practices: (1) use a clickwrap agreement requiring affirmative assent that the user has read and consents to the “terms of use”; (2) prompt the user

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Tentatively Speaking ...continued from Page 1

constant, extreme time pressure if we were to begin writing our opinions after the cases are submitted, an environment inimical to appellate decision-making.

Initially, Presiding Justice Tricia Bigelow read a summary of our tentative opinion from the bench when counsel stated their appearances at the podium after each case was called. Later, we began providing written summaries of our tentative opinions for counsel to read when they check in with the clerk for oral argument. Our tentative opinions, whether oral or written, summarize our analysis on all decisive issues and state our proposed disposition.

In a few cases, we have sent counsel our draft opinion a few days before oral argument. Sometimes that helped us and counsel better prepare for argument in cases that would have been particularly difficult to discuss in court without counsel having read the entire draft opinion. Having our draft opinion before argument is the best way to enable counsel to point out what they believe to be factual errors or flawed logic, and to let us know when a word or phrase could lead to misinterpretation. In other cases, we have sent counsel a summary of the tentative opinion before oral argument.

Providing tentative opinions has not delayed the resolution of appeals in our division. Our calendar management has not changed since we began giving tentative opinions. I believe that disclosing our tentative opinions enables both counsel and the court to better prepare for oral argument. Disclosing our tentative opinions in advance of oral argument also enables counsel to make a more informed decision whether to waive oral argument.

Counsel have consistently expressed their gratitude for the tentative opinions, even when the tentative is against them. They know the panel members have confronted their theories and arguments and are prepared to engage in meaningful dialogue.

The appellant in whose favor the tentative is written may submit on the tentative and reserve time for rebuttal. After hearing respondent's arguments, and observing how we engaged with respondent's counsel, appellant's counsel may decide not to argue at all or to confine argument to the limited concerns raised during respondent's argument. The respondent in whose favor the tentative is written may choose to simply invite us to ask questions after appellant's argument.

After argument, we are sometimes persuaded to change our tentative opinion. There are those who think changing a tentative opinion is an admission of error in our initial analysis that may expose the court to criticism. Some counsel may feel

misled. I do not think that changing a tentative opinion reveals a flaw or weakness. The purpose of oral argument is to give counsel a chance to answer our questions and persuade us to their view of the law. If we change our tentative opinion, that demonstrates counsel wisely chose to request argument and that we benefitted by it.

Critics of this process think it devalues argument, because courts may become locked into their opinions and unwilling or unable to listen to argument with an open mind. That has not been our experience on Division Eight. The only statistics of which I am aware indicate justices remain willing to modify the opinion or change the outcome of an appeal when argument was conducted after issuing tentative opinions. (Hollenhorst, *Tentative Opinions: An Analysis of Their Benefit in the Appellate Court of California* (1995) 36 Santa Clara L. Rev. 1, 28-29.)

Division Two of the Fourth Appellate District has successfully provided tentative opinions since 1991. The Conference of California Bar Associations recently proposed an amendment to rule 8.256 of the California Rules of Court that would require all Courts of Appeal to either issue tentative opinions or focus letters a week before oral argument to alert the parties to the bases for the court's likely ruling and/or the issues the parties should address at oral argument. Whether or not action is taken on that proposal, I expect there will be more calls for Courts of Appeal to issue tentative opinions or focus letters. My experience on Division Eight supports the broader use of tentative opinions.

Hon. Elizabeth A. Grimes is an Associate Justice of the California Court of Appeal, Second Appellate District, Division Eight.

"Terms of Use" Agreements...continued from Page 5

to review the terms and conditions as soon as he or she enters the website or before making a purchase, creating an account, or logging-in; (3) use color, size, and hyperlinks to make the "terms of use" conspicuous; and (4) place the "terms of use" in a prominent space on the website, in close proximity to any sign-up, purchase, or log-in buttons. Use of these practices will go a long way towards ensuring the courts will enforce arbitration clauses, choice of law provisions, forum selection clauses, and class action waivers contained in them.

Lisa Kim is a senior associate in Reed Smith LLP's Commercial Litigation Group. **Sara Stratton** is a first-year associate in Reed Smith LLP's Commercial Litigation Group

ABTL MEMBERS BRAVE THREATENED HURRICANE TO ENJOY ANNUAL SEMINAR IN HAWAII

The threat of a hurricane (which thankfully passed well to the south of the Islands) could not dampen the enthusiasm of some 428 ABTL supporters who attended the 41st Annual Seminar on the Island of Oahu, October 15-19.

The seminar officially kicked off on Wednesday evening with a lavish buffet dinner on the Lagoon Beach adjacent to the conference hotel. The seminar got down to business the following morning with a fascinating presentation on how people make decisions by Professor Frank Partnoy of the University of San Diego School of Law. The seminar then moved to the practical. With U.S. District Judge Richard Seeborg presiding, top ABTL advocates Bruce Broillet (Greene Broillet & Wheeler), William S. Boggs (DLA Piper), Michele D. Johnson (Latham & Watkins), and David J. Weiland (Coleman & Horowitz) presented opening statements to a live mock jury in the fictitious case of *Crystal Ross v. Joloa* and *Joloa v. Nukergy*.

The seminar then turned to an overview of the neuroscience of decision making and memory from Dr. Craig E.L. Stark of U.C. Irvine, followed by a discussion of how juries make decisions with Sharon L. Cohen (Sempra Energy), Mark C. Molumphy (Cotchett, Pitre & McCarthy), Sabrina H. Strong (O'Melveny & Myers) and Thomas J. Umberg (Umberg Zipser).

ABTL members then enjoyed a well-earned Beach Party on the Lagoon Lawn and free time to relax and enjoy Hawaii.

Friday morning was devoted to golf at the Ko Olina Golf Club followed by an afternoon session that delved further into decision making with a discussion of implicit bias by a panel consisting of Justice Jeffrey W. Johnson, Professor Linda Hamilton Krieger (University of Hawaii), and Eva Paterson (Equal Justice Society). Professor Partnoy then returned to offer a thought-provoking analysis on decision making and reasonable doubt. The afternoon session ended with a judicial perspective on decision making presented by U.S. District Judge Cathy Ann Bencivengo, Santa Clara County Superior Court Judge Patricia M. Lucas, U.S. District Judge Beverly Reid O'Connell, Tulare County Superior Court Judge Gary L. Paden, and U.S. District Judge Josephine L. Staton.

Friday's seminar was followed by an evening aboard the USS Missouri, featuring a key note address by Admiral Harry B. Harris, Jr., Commander of the Pacific Fleet. The trip to the

Missouri was a magnificent highlight of the Seminar week.

The seminar continued Saturday morning with closing arguments in the *Joloa* case. With Los Angeles Superior Court Judge Daniel Buckley and U.S. District Judge Josephine L. Staton presiding, our live mock jury heard from Dana Alden Fox (Lewis Brisbois Bisgaard & Smith), David A. Battaglia (Gibson Dunn), Julie M. McCoy (Law Offices of Julie M. McCoy), and Beatriz Mejia (Cooley). The seminar then concluded with an analysis of the mock jury's deliberations, breakout sessions with members of the judiciary, and a farewell dinner.

The Annual Seminar proved as always to be a valuable experience in a beautiful setting. The next seminar scheduled next year at the Ojai Valley Inn & Spa promises to be yet another in an unbroken series of highly successful ABTL Annual Seminars.

President's Message ...continued from Page 3

also began in 1975 during the State Bar convention when the Los Angeles Board plied willing "San Franciscans" with a cocktail reception at Senor Pico Restaurant (presumably including a healthy dose of margaritas). "We did not take the position . . . that what the San Francisco lawyers do must be a satellite operation of Los Angeles."

And although it took a while to catch on throughout the State, the rest is history. The San Francisco Chapter began in 1991, San Diego in 1992, Orange County in 1997, and San Joaquin Valley in 1998.

We truly stand on the shoulders of giants, including four of our founders: Allan Browne, Marshall Grossman, Hon. William Masterson, and John Sturgeon. In describing how the ABTL began, Allan Browne recalled that he was sitting in the trial setting department in LA Superior Court, and he and John Sturgeon were "upset" because they always had to check "Other" on the trial setting form. "Why should we be termed 'Other,'" he recalled. "Why are we not given a better appellation for business cases?"

As four decades of history have demonstrated, the ABTL has evolved from "Other" to the very best business bar association in the State. With the enthusiasm of our current Board and the YLD, I know we shall continue to carry the torch ever forward and am confident the next four decades will be as productive and fulfilling as the past 40 years.

Onward and Upward,

Dave Battaglia

ABTL President 2014-2015

Gibson, Dunn & Crutcher LLP



42nd Annual Seminar
Ojai Valley Inn and Spa

Thursday, October 1, 2015–Sunday, October 4, 2015



An unassuming road winds through Southern California the way it was, and toward the way you imagine your meeting can be. This is an inspiring resort retreat as close to the city as it feels far from it. Where your palette, chakra, stride, swing and conversation open up.

And, along with your departure, comes a realization. That extraordinary moment you act on the impulse that drives possibility. The freedom to overcome challenges and create potential as big as this valley. To paint yourself out of a corner, gallop under a bright pink sky, and set your watch to your own agenda. Get ready to leave a lot behind, and discover great things in Ojai.



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Fireplace Shangri-La Rooms: \$325 + tax/night

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Discounted room rates also available 3 days pre- and post-event

YLD UPDATE



Edward Andrews is looking forward to the successful completion of programs in the first half of the 2014-15 term, with a focus on helping junior attorneys develop practical skills as well as an effort to attract new members to the ABTL.

“One of the YLD’s goals is fostering a dialogue between the judiciary and lawyers early in their practice”, said Aaron Bloom, co-chair of the YLD. “With the newly formed Judicial Advisory Board, we’ve had the opportunity to set up a series of events, such as brown bag lunches with the judiciary.”

The YLD began its brown bag lunch program this fall with the Hon. Fernando Olguin and the Hon. Suzanne Segal on September 12, 2014. Another lunch with the Hon. Marc Marmaro took place on December 4, 2014. Additional brown bag lunches will be scheduled for 2015, including a lunch with the Hon. Elizabeth Grimes planned for January.

The YLD also has hosted two “Insight Roundtables” on the Westside. The first, on July 9, 2014, featured the Hon. Jacqueline Nguyen of the U.S. Court of Appeals for the Ninth Circuit. The second, on November 6, 2014, featured Paul

Vronsky, General Counsel of the prominent venture capital firm, Kleiner Perkins Caufield & Byers.

The YLD rounded out the fall with a panel and networking mixer on working with in-house counsel, held November 18 at the offices of Foley & Lardner LLP. The panel featured Anne Deedwania, Director of Litigation at Guess?, Inc., Ashlee Hansen, Vice President of Business & Legal Affairs at Scooter Braun Projects, Jenny Hong, a litigation attorney at Munger, Tolles, & Olson LLP, and a former secondee to Bank of America's Litigation Department, and Derek Kaufman, Senior Counsel at TMZ.

Looking towards 2015, the YLD is planning a Judicial Mixer with members of the judiciary in January. “The Judicial Mixer is a great venue for young lawyers to feel comfortable talking to judges,” said Edward Andrews, co-chair of the YLD and an organizer of the event. “Unlike larger ABTL events, we deliberately keep the numbers small to make sure everyone gets the chance to speak to the judges.”

The YLD will soon announce additional events for 2015, including additional brown bags and a practice-oriented panel. So, watch this space.

Edward Andrews is an associate at Morgan, Lewis & Bockius LLP in Santa Monica and Co-Chair of the Los Angeles Chapter YLD.

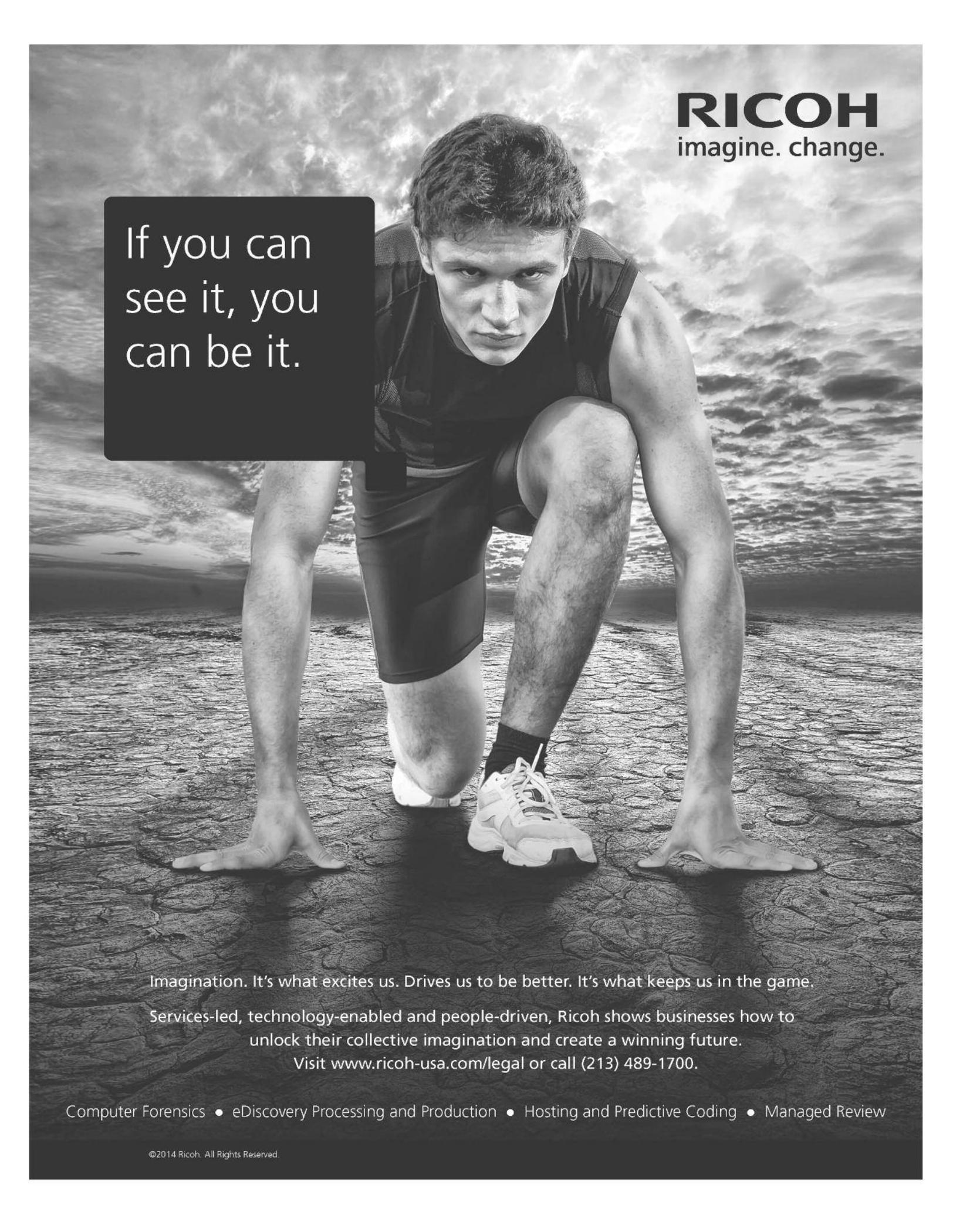
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